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*Proposed Co-Counsel for Debtors and
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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-13359 (VFP)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL
ORDERS (I) AUTHORIZING THE DEBTORS TO ASSUME THE CONSULTING
AGREEMENTS, (II) AUTHORIZING AND APPROVING THE CONDUCT OF STORE
CLOSING SALES, WITH SUCH SALES TO BE FREE AND CLEAR OF ALL LIENS,**

¹ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

CLAIMS, AND ENCUMBRANCES, (III) AUTHORIZING CUSTOMARY BONUSES TO EMPLOYEES OF CLOSING STORES, AND (IV) GRANTING RELATED RELIEF

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state the following in support of this motion (the “Motion”):

Relief Requested

1. The Debtors seek entry of orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the “Interim Order” and “Final Order”): (a) authorizing, but not directing, the Debtors to assume that certain (i) Letter Agreement dated as of September 11, 2020, made by and between Bed Bath & Beyond Inc. (“BB&B”) and Hilco Merchant Resources, LLC (“Hilco” or the “Agent” or the “Consultant”), as amended and supplemented on August 26, 2022, as further amended and supplemented on February 12, 2023, as further amended and supplemented on April 22, 2023, a copy of which is attached hereto as Schedule 1-A to **Exhibit A**, (collectively, the “BBB Agreement”) and (ii) Letter Agreement dated as of March 2, 2021, made by and between Buy Buy Baby, Inc. (“BBB” and together with BB&B, the “Merchants”) and Hilco, as amended and supplemented on August 26, 2022, a copy of which is attached hereto as Schedule 1-B to **Exhibit A** (collectively, the “Consulting Agreements”); (b) authorizing and approving the continuation or initiation of 473 store closings or similar themed sales at the stores identified as “Wave 5” on Schedule 1 to **Exhibit A** (collectively, the “Closing Stores”), with such sales to be free and clear of all liens, claims, and encumbrances (the “Sales” or “Store Closings”), in accordance with the terms of the store closing sale guidelines in the United States (the “Sale Guidelines”), attached as Schedule 2 to **Exhibit A**; (c) authorizing customary bonuses to

non-insider Closing Store employees who remain employed for the duration of the store closing process (the “Store Closing Bonuses”); (d) approving modifications to certain customer programs, including the return policy and acceptance of gift-cards and loyalty certificates; and (e) granting related relief. In addition, the Debtors request that the Court schedule a final hearing 28 days after the commencement of these Chapter 11 Cases (as defined herein) to consider entry of an order approving the relief requested herein on a final basis.²

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 363, 365, and 554 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 6003, and 6004 of the

² Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the *Declaration of Holly Etlin, Chief Restructuring Officer and Chief Financial Officer of Bed Bath & Beyond Inc., in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”). A detailed description of the Debtors, their businesses, and the facts and circumstances supporting the Debtors’ Chapter 11 Cases is set forth in greater detail in the First Day Declaration, filed contemporaneously herewith and incorporated by reference herein.

Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 9013-1, and 9013-5 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”).

Background

5. The Debtors are the largest home goods retailer in the United States, offering everything from bed linens to cookware to home organization, baby care, and more. In addition to their e-commerce website, the Debtors offer merchandise through their Bed Bath & Beyond stores and their buybuy BABY stores with locations across North America. Headquartered in Union, New Jersey, Bed Bath & Beyond Inc. is a publicly traded company that currently employs approximately 14,000 non-seasonal employees.

6. The Debtors commenced these chapter 11 cases (these “Chapter 11 Cases”) to implement a timely and efficient process to maximize the value of the Debtors’ estates for the benefit of all stakeholders. Through these cases, the Debtors will immediately commence an orderly and value-maximizing wind down of their business, while marketing a sale of all or part of their business on a timeline consented to by their prepetition and DIP lenders.

7. On April 23, 2023 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrent with the filing of this Motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

I. The Store Closings.

8. Over the past several years, the Debtors' have faced a challenging commercial environment brought on by increased competition, an unsuccessful foray into private label merchandise development, and the consumer shift away from shopping at brick-and-mortar stores. Given the expenses associated with a substantial brick-and-mortar presence, and the issues affecting the retail industry as a whole, a significant number of the Debtors' stores are operating at sub-optimal performance levels.

9. In the past 12 months, the Debtors have reduced their store footprint by approximately 482 stores, leaving the Debtors with approximately 473 stores as of the Petition Date. Ultimately, the Debtors' management team and advisors determined that it is appropriate to close and wind down any remaining brick-and-mortar stores that are not sold to a buyer pursuant to the Debtors' bid procedures. The Debtors expect all Sales at the Closing Stores to be completed in accordance with the milestones set forth in the DIP Orders (as defined herein). The Debtors estimate that the aggregate net sales proceeds from all Sales at the remainder of the Debtors' stores will be approximately \$718 million.

II. The Consultant.

10. For over two years, the Debtors have engaged the Consultant to facilitate store closures for the Company. As a result, the Consultant has significant expertise and expert knowledge of the Debtors' business, their merchandise, and their store operations. Additionally, the Debtors and the Consultant are already party to the Consulting Agreements, which set forth the terms pursuant to which the Consultant has operated store closings for the Debtors for over two years. In light of this and the Consultant's historic success in closing other stores for the

Debtors, the Debtors concluded in their business judgment that (a) the services of the Consultant are necessary (i) for a seamless and efficient large-scale store closing process, as is contemplated by this Motion, and (ii) to maximize the value of the saleable inventory located in the Closing Stores (as defined in the Consulting Agreements, the “Merchandise”), and the associated furniture, fixtures, and equipment (as defined in the Consulting Agreements, the “FF&E” and, together with the Merchandise, the “Store Closure Assets”), and (b) the Consultant is qualified and capable of performing the required tasks in a value-maximizing manner. Further, the Consultant is already in the process of liquidating inventory at most of the Closing Stores. By this Motion, the Debtors seek to assume the Consulting Agreements, allow the Consultant to continue its work as described herein uninterrupted, and to enter into additional agreements in, if necessary, on terms materially consistent with the Debtors’ historic practices.

11. The Store Closings are critical for the Debtors to efficiently administer their estates during the pendency of these Chapter 11 Cases, and assumption of the Consulting Agreements will allow the Debtors to continue to conduct the Sales and Store Closings in an efficient, controlled manner that will maximize value for the Debtors’ estates. In fact, the relief requested in this Motion overall is integral to maximizing the value of the Debtors’ estates. It will permit the Debtors to continue the Sales and commence the Store Closings in a timely manner and will establish fair and uniform store closing procedures that will maximize the benefit to the Debtors’ estates.

12. To maximize the value of the Store Closure Assets, the Consultant may determine that it will syndicate and partner with additional entities to serve as consultants (the “Additional Consultants”).

III. The Consulting Agreements.

13. Pursuant to the Consulting Agreements, the Consultant will serve as independent consultant to the Debtors in connection with the sale of the Store Closure Assets. What follows is a summary of the material terms of the Consulting Agreements.³

TERM	CONSULTING AGREEMENT
Services Provided by Consultant	Hilco will be retained as the Debtors' agent to conduct the Sales at certain identified Closing Stores during the Sale Term (as defined below) to, among other things: (a) provide qualified supervisors (the "Supervisors") engaged by Agent to oversee the management of the Stores; (b) determine appropriate point-of-sale and external advertising for the Stores, approved in advance by Merchant; (c) determine appropriate discounts of Merchandise, staffing levels for the Stores, approved in advance by Merchant, and appropriate bonus and incentive programs, if any, for the Stores' employees, approved in advance by Merchant; (d) oversee display of Merchandise for the Stores; (e) to the extent that information is available, evaluate sales of Merchandise by category and sales reporting and monitor expenses; (f) maintain the confidentiality of all proprietary or non-public information regarding Merchant in accordance with the provisions of the confidentiality agreement signed by the Parties; (g) assist Merchant in connection with managing and controlling loss prevention and employee relations matters; (h) assist Merchant with the creation and implementation of a customer transition program; (i) assist Merchant with determining the necessity for obtaining any applicable permits and governmental approvals to conduct the Sale, including working with Merchant to obtain each in a timely and orderly fashion and preparing or causing to be prepared all forms necessary to assist in Merchant's securing any applicable permits and governmental approvals necessary to conduct the Sale, the costs and expenses of which shall be paid by Merchant and shall be in addition to the costs and expenses set forth on the Expense Budget; and (j) provide such other related services deemed necessary or appropriate by Merchant and Agent.
Term of Sale	As used in the Consulting Agreements, the term " <u>Sale Term</u> " with respect to each respective Store shall be the period commencing on such date as set forth in an applicable Work Order (the " <u>Sale Commencement Date</u> ") and conclude no later than such date as set forth in an applicable Work Order (the " <u>Sale Termination Date</u> "); <i>provided, however</i> , that the Parties may mutually agree in writing to extend or terminate the Sale at any Store prior to the Sale Termination Date. The period between the Sale Commencement Date and the Sale Termination Date shall be referred to as the " <u>Sale Term</u> ." At the conclusion of the Sale, Agent shall surrender the premises for each Store to Merchant, as directed by Merchant, in accordance with Section I of the Consulting Agreements. At the conclusion

³ The following summary chart is for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Consulting Agreements, the Consulting Agreements shall govern in all respects. Capitalized terms used but not defined in the following summary shall have the meaning ascribed to them in the Consulting Agreements.

TERM	CONSULTING AGREEMENT												
	<p>of the Sale at each Store, Agent shall photographically document the condition of each such Store.</p> <p>Pursuant to the Third Amendment, the Sale Commencement Date for the Amendment 3 Stores shall be April 26, 2023, and the Sale Termination Date shall be no later than July 31, 2023; <i>provided, however</i>, that the Parties may mutually agree in writing to extend or terminate the Sale at any Store prior to the Sale Termination Date.</p>												
Expenses of Consultant	<p>Merchant shall be responsible for all expenses of the Sale, including (without limitation) all Store level operating expenses, all costs and expenses related to Merchant's other retail store operations, and Agent's other reasonable, documented out of pocket expenses. To control expenses of the Sale, Merchant and Agent have established an aggregate budget (the "<u>Expense Budget</u>") of certain delineated expenses, including (without limitation) payment of the costs of supervision (including (without limitation) Supervisors' wages, travel, and deferred compensation) and advertising costs (including signage and the shipping, freight, and sales tax related thereto where applicable, at cost with no markup). The Expense Budget for the Sale is attached to each Work Order. In the event Agent desires to modify the Expense Budget attached to the Consulting Agreements after the date of the Consulting Agreements, Agent will present such modifications to Merchant for Merchant's consent, which consent may be withheld by Merchant in Merchant's sole discretion. The costs of supervision set forth in each Work Order include, among other things, industry standard deferred compensation.</p> <p>All accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Agent) shall be reconciled on every Wednesday for the prior week and shall be paid within seven (7) days after each such weekly reconciliation. The Parties shall complete a final reconciliation and settlement of all amounts payable to Agent and contemplated by the Consulting Agreements (including, without limitation, Expense Budget items, and fees earned hereunder) no later than forty-five (45) days following the Sale Termination Date for the last Store.</p>												
Compensation for Consultant	<p>In consideration of its services under the Consulting Agreements, Merchant shall pay Agent a "Base Fee" equal to one and one half percent (1.5%) of the Gross Proceeds of Merchandise sold at the Stores. In addition to the "<u>Base Fee</u>", Agent may also earn an "Incentive Fee" (together with the Base Fee, the "<u>Merchandise Fee</u>") equal to the aggregate sum of the percentages shown in the following table, based upon the following "Net Recovery Thresholds" (e.g., in each case, as calculated back to first dollar):</p> <table data-bbox="459 1434 1414 1677"> <tr> <th data-bbox="459 1434 792 1503">Net Recovery Threshold</th><th data-bbox="792 1434 1414 1503">Agent Incentive Fee</th></tr> <tr> <td data-bbox="459 1503 792 1535">43.5%-43.99%</td><td data-bbox="792 1503 1414 1535">An additional 0.875% of Net Proceeds</td></tr> <tr> <td data-bbox="459 1535 792 1566">44.0%-44.49%</td><td data-bbox="792 1535 1414 1566">An additional 1.125% of Net Proceeds</td></tr> <tr> <td data-bbox="459 1566 792 1598">44.5%-44.99%</td><td data-bbox="792 1566 1414 1598">An additional 1.375% of Net Proceeds</td></tr> <tr> <td data-bbox="459 1598 792 1629">45.0%-45.49%</td><td data-bbox="792 1598 1414 1629">An additional 1.625% of Net Proceeds</td></tr> <tr> <td data-bbox="459 1629 792 1677">45.5% and above</td><td data-bbox="792 1629 1414 1677">An additional 1.875% of Net Proceeds</td></tr> </table>	Net Recovery Threshold	Agent Incentive Fee	43.5%-43.99%	An additional 0.875% of Net Proceeds	44.0%-44.49%	An additional 1.125% of Net Proceeds	44.5%-44.99%	An additional 1.375% of Net Proceeds	45.0%-45.49%	An additional 1.625% of Net Proceeds	45.5% and above	An additional 1.875% of Net Proceeds
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45.0%-45.49%	An additional 1.625% of Net Proceeds												
45.5% and above	An additional 1.875% of Net Proceeds												
Conduct of Sale; Other Sale Matters	<p>During the Sale Term, Merchant shall (a) be the employer of the Stores' employees, other than the Supervisors; (b) pay all taxes, costs, expenses, accounts payable, and other liabilities relating to the Stores, the Stores' employees and other representatives of</p>												

TERM	CONSULTING AGREEMENT
	<p>Merchant; (c) prepare and process all tax forms and other documentation; (d) collect all sales taxes and pay them to the appropriate taxing authorities for the Stores; (e) use reasonable efforts to cause Merchant's employees to cooperate with Agent and the Supervisors; (f) execute all agreements determined by the Merchant and Agent to be necessary or desirable for the operation of the Stores during the Sale; (g) arrange for the ordinary maintenance of all point-of-sale equipment required for the Stores; (h) apply for and obtain, with Agent's assistance and support, all applicable permits and authorizations (including landlord approvals and consents) for the Sale, including payment of all applicable costs and expenses associated therewith; and (i) ensure that Agent has quiet use and enjoyment of the Stores for the Sale Term in order to perform its obligations under the Consulting Agreements.</p> <p>Merchant shall provide throughout the Sale Term central administrative services necessary for the Sale, including (without limitation) customary POS administration, sales audit, cash reconciliation, accounting, and payroll processing, all at no cost to Agent.</p> <p>Agent shall have no liability to Merchant's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant's employment, hiring or retention of its employees, and such employees shall not be considered employees of Agent. Merchant shall have no liability to Agent's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Agent's employment, hiring or retention of its employees, and such employees shall not be considered employees of Merchant.</p> <p>All sales of Merchandise shall be made on behalf of Merchant. Agent does not have, nor shall it have, any right, title or interest in the Merchandise. All sales of Merchandise shall be by cash, gift card, gift certificate, merchandise credit, debit card, or credit card and, at Merchant's discretion, by check or otherwise in accordance with Merchant's policies, and shall be "final" with no returns accepted or allowed, unless otherwise directed by Merchant.</p> <p>"Agent shall have the right to supplement the Merchandise in the Sale at the Stores with additional goods procured by Agent which are of like kind, and no lesser quality to the Merchandise in the Sale at the Stores ("<u>Additional Agent Goods</u>"). The Additional Agent Goods shall be purchased by Agent as part of the Sale, and delivered to the Stores. Sales of Additional Agent Goods shall be run through Merchant's cash register systems; <u>provided, however</u>, that Merchant shall assist with marking, and Agent shall mark the Additional Agent Goods, using either a "dummy" SKU or department number, or in such other manner so as to distinguish the sale of Additional Agent Goods from the sale of Merchandise. Agent and Merchant shall also cooperate so as to ensure that the Additional Agent Goods are marked in such a way that a reasonable consumer could identify the Additional Agent Goods as non-Merchant goods. Additionally, Agent shall provide signage in the Stores notifying customers that the Additional Agent Goods have been included in the Sale.</p> <p>Consultant shall pay to Merchant an amount equal to seven and one-half percent (7.5%) of the gross proceeds (excluding sales taxes) from the sale of Additional Consultant Goods completed during the Sale Term (the "<u>Additional Consultant Goods Fee</u>"), and Consultant shall retain all remaining amounts from the sale of the Additional Consultant Goods. Any</p>

TERM	CONSULTING AGREEMENT
	<p>amount due from Agent to Merchant in respect of the sale of Additional Agent Goods in accordance with this <u>Section S</u> shall paid not later than three (3) Business Days following the parties' completion of each weekly reconciliation with respect to sales of Additional Consultant Goods sold by Consultant during the prior week (or at such other mutually agreed upon time).</p> <p>Agent and Merchant intend that the transactions relating to the Additional Agent Goods are, and shall be construed as, a true consignment from Agent to Merchant in all respects and not a consignment for security purposes. Subject solely to Agent's obligations to pay to Merchant the Additional Agent Goods Fee, at all times and for all purposes the Additional Agent Goods and their proceeds shall be the exclusive property of Agent, and no other person or entity shall have any claim against any of the Additional Agent Goods or their proceeds. The Additional Agent Goods shall at all times remain subject to the exclusive control of Agent.</p> <p>Merchant shall insure the Additional Agent Goods and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers. Merchant shall be responsible for payment of any deductible under any such insurance in the event of any casualty affecting the Additional Agent Goods.</p> <p>Merchant acknowledges, and the Approval Order shall provide, that the Additional Agent Goods shall be consigned to Merchant as a true consignment under Article 9 of the Uniform Commercial Code. Agent is hereby granted a first priority security interest in and lien upon (i) the Additional Agent Goods and (ii) the Additional Agent Goods proceeds, and Agent is hereby authorized to file UCC financing statements and provide notifications to any prior secured parties and which security interest shall be deemed perfected pursuant to the Approval Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that Agent is hereby authorized to deliver all required notices and file all necessary financing statements and amendments thereof under the applicable UCC identifying Agent's interest in the Additional Agent Goods as consigned goods thereunder and the Merchant as the consignee therefor, and Agent's security interest in and lien upon such Additional Agent Goods and Additional Agent Goods proceeds)."</p>
Insurance Obligations	<p>Merchant shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability (to the extent currently provided), comprehensive public liability insurance and auto liability insurance) covering injuries to persons and property in or in connection with the Stores, and shall cause Agent to be named an additional insured with respect to all such policies. At Agent's request, Merchant shall provide Agent with a certificate or certificates evidencing the insurance coverage required hereunder and that Agent is an additional insured thereunder. In addition, Merchant shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all statutory requirements.</p> <p>As an expense of the Sale, Agent shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability/completed operations, contractual liability, comprehensive public liability and auto liability insurance) on an occurrence basis in an amount of at least Two Million dollars (\$2,000,000) and an aggregate basis of at least five million dollars (\$5,000,000) covering injuries to persons and</p>

TERM	CONSULTING AGREEMENT
	<p>property in or in connection with Agent’s provision of services at the Stores. Agent shall name Merchant as an additional insured and loss payee under such policy, and upon execution of the Consulting Agreements provide Merchant with a certificate or certificates evidencing the insurance coverage required hereunder. In addition, Agent shall maintain throughout the Sale Term, workers compensation insurance compliance with all statutory requirements. Further, should Agent employ or engage third parties to perform any of Agent’s undertakings with regard to the Consulting Agreements, Agent will ensure that such third parties are covered by Agent’s insurance or maintain all of the same insurance as Agent is required to maintain pursuant to this paragraph and name Merchant as an additional insured and loss payee under the policy for each such insurance.</p> <p>The Agent shall be authorized to syndicate the transactions contemplated by the Agreements with Tiger Capital Group, LLC (“<u>Tiger</u>”), Gordon Brothers Retail Partners, LLC (“<u>GBRP</u>”), and B. Riley Retail Solutions, LLC (“<u>B. Riley</u>”; and together with Tiger and GBRP the “<u>Participants</u>”) on terms and conditions mutually agreed upon between the Agent and the Participants. Per the Merchant’s request, Agent and GBRP shall co-lead all aspects of the transactions contemplated by the Agreements from and after the date hereof.</p>
Indemnification by Consultant	<p>Agent shall indemnify, defend and hold Merchant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, and affiliates (other than the Agent or the Agent Indemnified Parties) (collectively, “<u>Merchant Indemnified Parties</u>”) harmless from and against all third party liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys’ fees) arising from or related to (a) the willful or negligent acts or omissions of Agent or the Agent Indemnified Parties; (b) the breach of any provision of, or the failure to perform any obligation under, the Consulting Agreements by Agent; (c) any liability or other claims made by Agent’s Indemnified Parties or any other person (excluding Merchant Indemnified Parties) against a Merchant Indemnified Party arising out of or related to Agent’s conduct of the Sale, except claims arising from Merchant’s negligence, willful misconduct, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortuous or otherwise actionable treatment of Merchant Indemnified Parties, or Merchant’s customers by Agent or any of the Agent Indemnified Parties and (e) any claims made by any party engaged by Agent as an employee, agent, representative or independent contractor arising out of such engagement.</p>
Indemnification by Merchant	<p>Merchant shall indemnify, defend, and hold Agent and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, affiliates, and Supervisors (collectively, “<u>Agent Indemnified Parties</u>”) harmless from and against all third-party liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys’ fees) arising from or related to: (a) the willful or negligent acts or omissions of Merchant or the Merchant Indemnified Parties (as defined below); (b) the material breach of any provision of the Consulting Agreements by Merchant; (c) any liability or other claims, including, without limitation, product liability claims, asserted by customers, any Store employees (under a collective bargaining agreement or otherwise), or any other person (excluding Agent Indemnified Parties) against Agent or an Agent Indemnified Party, except claims arising from Agent’s negligence, willful misconduct or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortuous or otherwise</p>

TERM	CONSULTING AGREEMENT
	actionable treatment of Agent’s Indemnified Parties or Merchant’s customers by Merchant or Merchant’s Indemnified Parties; and (e) Merchant’s failure to pay over to the appropriate taxing authority any taxes required to be paid by Merchant during the Sale Term in accordance with applicable law.
Agent Syndication Rights	<p>To maximize the value of the Store Closure Assets, the Consultant may determine that it will syndicate and partner with additional entities to serve as consultants (“<u>Additional Consultants</u>”). The Agent has advised the Debtors, and the Debtors have consented, to its syndication of the transactions under the Consulting Agreements with Gordon Brothers Retail Partners, LLC (“<u>GBRP</u>”), Tiger Capital Group, LLC (“<u>Tiger</u>”), and B. Riley Retail Solutions, LLC (“<u>B. Riley</u>”). Per the Merchant’s request, Agent and GBRP shall co-lead all aspects of the transactions contemplated by the Consulting Agreements.</p> <p>Not later than seven (7) days prior to the objection deadline related to entry of an order approving the Motion on a final basis, each of the Agent, GBRP, Tiger and B. Riley shall file a declaration disclosing connections to the Debtors, their creditors, and other parties in interest in these Chapter 11 Cases, and the Debtors shall serve the same on the U.S. Trustee, the DIP Agent, the Prepetition ABL Agent, the Prepetition FILO Agent, any official committee of unsecured creditors appointed in these cases, and all parties who have filed requests for service under Bankruptcy Rule 2002, by email, or if the email address is not available to the Debtors, then by first class mail.</p>

IV. The Sale Guidelines.

14. The Debtors seek approval of streamlined procedures to sell the Store Closure Assets, in each case free and clear of liens, claims, and encumbrances with proceeds thereof distributed in accordance with the Debtors’ DIP orders. As set forth below, the Sale Guidelines are substantially similar to sale guidelines approved in retail bankruptcies around the United States. The Debtors also seek approval of the Sale Guidelines to provide newspapers and other advertising media in which the Sales may be advertised with comfort that the Debtors are conducting the Sales in compliance with applicable law and with the Bankruptcy Court’s approval. The Debtors seek interim approval of the Sale Guidelines to allow the continuation and commencement of the Sales at the Closing Stores.

15. The Debtors have determined, in the exercise of their reasonable business judgment and in consultation with their advisors, that the Sale Guidelines will provide the best and most efficient means of selling the Store Closure Assets in order to maximize their value to the estates.

V. Liquidation Sale Laws and Dispute Resolution Procedures.

16. Certain states in which the Debtors operate stores have or may have licensing or other requirements governing the conduct of store closing, liquidation, or other inventory clearance sales, including, without limitation, state, provincial, and local laws, statutes, rules, regulations, and ordinances (collectively, the “Liquidation Sale Laws”). The Liquidation Sale Laws may establish licensing, permitting or bonding requirements, waiting periods, time limits, bulk sale restrictions, and augmentation limitations that would otherwise apply to the Store Closings. Such requirements hamper the Debtors’ ability to maximize value in selling their inventory. Subject to the Bankruptcy Court’s approval, the Debtors intend to conduct the Store Closings in accordance with the Sale Guidelines, and to the extent such guidelines conflict with the Liquidation Sale Laws, the Sale Guidelines shall control.

17. For the purpose of orderly resolving any disputes between the Debtors and any Governmental Units (as defined in section 101(27) of the Bankruptcy Code) arising due to the Sale Guidelines and the alleged applicability of any Liquidation Sale Laws, the Debtors respectfully request that the Bankruptcy Court authorize the Debtors to implement the following dispute resolution procedures (the “Dispute Resolution Procedures”), as set forth in the Interim and Final Orders:

- i. Provided that the Sales are conducted in accordance with this Order, any Final Order, and the Sale Guidelines, the Debtors, the Consultant, and the Debtors’ landlords shall be deemed to be in compliance with any requirements of all county,

parish, or municipal or other local government (hereinafter referred to as “Local”) and State Liquidation Laws establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Sales and sales of the Store Closure Assets of any state or local Governmental Unit (as defined in Bankruptcy Code section 101(27)); *provided*, that the term “Liquidation Sale Laws” shall be deemed not to include any public health or safety laws of any state (collectively, “Safety Laws”), and the Debtors and the Consultant shall continue to be required to comply, as applicable, with such Safety Laws and General Laws, subject to any applicable provision of the Bankruptcy Code and federal law, and nothing in this Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.

- ii. Within five (5) business days after entry of the Interim Order, the Debtors will serve by first-class mail, copies of the Interim Order, the proposed Final Order, the Consulting Agreements, and the Sale Guidelines on the following: (a) the Attorney General’s office for each state where the Sales are being held; (b) the county consumer protection agency or similar agency for each county where the Sales are being held; (c) the division of consumer protection for each state where the Sales are being held; and (d) the landlords for the Closing Stores (collectively, the “Dispute Notice Parties”).
- iii. To the extent that there is a dispute arising from or relating to the Sales, the Order, the Consulting Agreements, or the Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a “Reserved Dispute”), the Bankruptcy Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten (10) days following entry of the Interim Order, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the “Dispute Notice”) explaining the nature of the dispute to: (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., Emily E. Geier, P.C., Derek I. Hunter, and Ross J. Fiedler, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Charles B. Sterrett; (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota, Esq., Warren A. Usatine, Esq., and Felice R. Yudkin, Esq.; (c) on behalf of Hilco Merchant Resources, LLC, (i) One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Fax: 847-849-0859, Attn: Hilco Merchant Resources, LLC c/o Ian S. Fredericks and Sarah Baker and (ii) Riemer & Braunstein LLP, Times Square Tower, Suite 2506, Seven Times Square, New York, New York, Fax: 212-719-0140, Attn: Steven Fox; and (iii) Troutman Pepper Hamilton Sanders LLP, 1313 N. Market St., P.O. Box 1709, Wilmington, DE 19899-1709, Fax: 866-422-3027, Attn: Marcy McLaughlin Smith; (d) Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Adam Shpeen, Steven Szanzer, and Michael Pera; and (e) Proskauer Rose LLP,

Eleven Times Square, New York, New York 10036, Attn: David M. Hillman and Megan R. Volin. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within 15 days after service of the notice, the Governmental Unit may file a motion with the Bankruptcy Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a “Dispute Resolution Motion”).

- iv. In the event that a Dispute Resolution Motion is filed, nothing in the Interim Order or the Final Order, as applicable, shall preclude the Debtors, a landlord, or any other interested party from asserting (A) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (B) that neither the terms of the Interim Order or the Final Order nor the conduct of the Debtors pursuant to the Interim Order or the Final Order, violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of the Interim Order or the Final Order or to limit or interfere with the Debtors’ or the Consultant’s ability to conduct or to continue to conduct the Sales pursuant to the Interim Order or the Final Order, as applicable, absent further order of the Bankruptcy Court. Upon the entry of the Interim or Final Order, the Debtors and the Consultant shall be authorized to conduct the Sales pursuant to the terms of the Interim Order or the Final Order, the Consulting Agreements, and the Sale Guidelines and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in the Interim Order or the Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.
- v. If, at any time, a dispute arises between the Debtors and/or the Consultant and a Governmental Unit as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in the Interim Order or the Final Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (iv) and (v) above by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo*.

VI. Fast Pay Laws.

18. Many U.S. states in which the Debtors operate have laws and regulations that require the Debtors to pay an employee substantially contemporaneously with his or her termination (the “Fast Pay Laws” and together with the Liquidation Sale Laws,

the “Applicable State Laws”). These laws often require payment to occur immediately or within a period of only a few days from the date such employee is terminated.

19. The nature of the Store Closings contemplated by this Motion will result in all associate and store manager employees being terminated during the Store Closings. To be clear, the Debtors intend to pay their terminated employees as expeditiously as possible and under normal payment procedures. However, the Debtors’ payroll systems will simply be unable to process the payroll information associated with these terminations in a manner that will be compliant with the Fast Pay Laws. Under ordinary circumstances, the Debtors’ payroll department is able to coordinate delivery of final checks to coincide with an employee’s final day of work where required by applicable law. This process requires the Debtors’ payroll department to calculate individual payments upon termination, prepare each termination payment check, obtain authorization for each such check and then prepare each such check for mailing. Given the number of employees who will be terminated during the Store Closings, this process could easily take several days, making compliance with the Fast Pay Laws burdensome to the Debtors’ estates, if not impossible.

VII. Lease Restrictions.

20. The Debtors also respectfully request a waiver of any contractual restrictions that could otherwise inhibit or prevent the Debtors from maximizing value for creditors through the Store Closings and Sales. In certain cases, the contemplated Store Closings and Sales may be inconsistent with certain provisions of leases, subleases, or other documents with respect to the premises in which the Debtors operate, including (without limitation) reciprocal easement agreements, agreements containing covenants, conditions, and restrictions (including, without

limitation, “go dark” provisions and landlord recapture rights), or other similar documents or provisions. Such restrictions would also hamper the Debtors’ ability to maximize value in selling their inventory.

21. The Debtors also request that no entity, including, without limitation, utilities, landlords, shopping center managers and personnel, creditors, and all persons acting for or on their behalf shall interfere with or otherwise impede the conduct of the Store Closings, the Sales or institute any action against the Debtors in any court (other than in the Bankruptcy Court) or before any administrative body that in any way directly or indirectly interferes with, obstructs, or otherwise impedes the conduct of the Store Closings, the Sales or the advertising and promotion (including through the posting of signs) of the Sales.

VIII. Abandonment.

22. The Debtors respectfully request that the Court authorize the abandonment of certain owned FF&E remaining in the Closing Stores. The Debtors intend to sell any marketable owned FF&E present in the Closing Stores with proceeds thereof distributed in accordance with the DIP Orders. However, the Debtors may determine that the cost associated with holding or selling that property exceeds the proceeds that will be realized from its sale, or such property may not be saleable at all. In such cases, retaining the property would be burdensome to the estate and the property would be of inconsequential value. For the avoidance of doubt, the Debtors will not sell any personal identifying information (which means information that alone or in conjunction with other information identifies an individual, including, but not limited to, an individual’s name, social security number, date of birth, government-issued identification number, account number, and credit or debit card number) as part of the Store Closings, and all personal identifying

information will be removed from any FF&E prior to abandonment of same. Accordingly, the Debtors respectfully submit that abandonment of such property is in the best interests of their estates and request that the Court authorize them to do so where they determine in their business judgment that abandonment is the appropriate course of action.

IX. Store Closing Bonus Plan.

23. Through this Motion, the Debtors are requesting the authority, but not the obligation, to pay Store Closing Bonuses (the “Store Closing Bonus Plan”) to store-level non-insider employees, who remain in the employ of the Debtors during the Sales. The Debtors believe that the Store Closing Bonus Plan will motivate employees during the Sales and will enable the Debtors to retain those employees necessary to successfully complete the Sales.

24. The Debtors’ Store Closing Bonus Plan has been active since November 2022. Payments under the program are made exclusively to non-insiders and on the condition of employment through the date on which the respective employee’s store closes. Hourly store associates are eligible to receive an additional \$2.00 per hour for every hour worked during the closing period, payable in a lump sum on the associate’s last paycheck following the completion of the Store Closing. Store Managers are eligible to receive a one-time lump sum payment of \$1,000, payable in a lump sum on the store manager’s last paycheck following the completion of the Store Closing. The amount of the bonuses offered under the Store Closing Bonus Plan vary depending upon a number of factors, including the employee’s position with the Debtors and duration of employment.

25. The aggregate amount of Store Closing Bonuses on account of all remaining Closing Stores is estimated to be approximately \$ 1.6 million, assuming one hundred percent of the eligible employees remain employed through the duration of the Sales at every Closing Store.

26. Providing such non-insider bonus benefits is critical to ensuring that key employees that will be affected by the reduction in the Debtors' work force due to the Store Closings will continue to provide critical services to the Debtors during the ongoing Store Closing process. For the avoidance of doubt, the Debtors do not propose to make any payment on account of Store Closing Bonuses to any insiders.

27. In order to ensure a successful Store Closing and Sale process and maximize revenues for the benefit of the Debtors' estates, the Store Closing Bonuses incentivize store management to provide uninterrupted leadership during this challenging period, and ties payment to maintaining employment with the Debtors through the conclusion of the Sales.

28. Accordingly, the Debtors respectfully submit that the Store Closing Bonus Plan is in the best interests of their estates and request that the Court authorize payments under the Store Closing Bonus Plan.

X. Customer Programs.

29. The Sales and Store Closings require that the Debtors make certain modifications to their customer programs to reflect new realities. Accordingly, the Debtors intend to implement the following changes in all Closing Stores, which will be clearly posted for customers at cash registers and online for the duration of the Store Closings.

- **Returns.** For the first thirty days from the date of entry of the Interim Order, the Debtors shall accept returns of merchandise sold by the Debtors in the ordinary course of business so long as the return is otherwise in compliance with the Debtors' return

policies in effect as of the date such item was purchased and the customer is not repurchasing the same item so as to take advantage of the sale price being offered in the Store Closings. Returns of items sold on a “final” basis, included items sold in the Closing Stores on a “final” basis, shall not be accepted.

- ***Gift Cards, Gift Certificates, and Loyalty Certificates.*** For the first fourteen days from the date of entry of the Interim Order, the Debtors will continue to accept the Debtors’ validly-issued gift certificates, gift cards, and loyalty certificates (including with respect to certificates issued in connection with the Welcome Rewards programs) issued prior to the Sale Commencement Date in their e-commerce business or in-stores in the ordinary course of business. After the expiration of the fourteen days to utilize gift certificates, gift cards, and loyalty certificates on the e-commerce platform or in-stores, all such validly issued gift certificates, gift cards, and loyalty certificates will no longer be accepted by the Debtors and deemed to have no remaining value. Notwithstanding any policy or state law to the contrary, the gift cards, gift certificates, and loyalty certificates are not redeemable for cash at any time. The Debtors will not accept coupons for discounts on future purchases issued prior to the Petition Date.
- ***Latent Defects.*** The Debtors shall comply with all state and federal laws relating to implied warranties for latent defects and are not superseded by the sale of said goods or the use of the terms “as is” or “final sales,” as set forth in the Order.

Basis for Relief

I. The Court Should Authorize the Assumption of the Consulting Agreements.

30. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, “subject to the court’s approval, may assume or reject any executory contract or [unexpired] lease of the debtor.” 11 U.S.C. § 365(a). The standard governing bankruptcy court approval of a debtor’s decision to assume or reject an executory contract or unexpired lease is whether the debtor’s reasonable business judgment supports assumption or rejection. *In re Nickels Midway Pier, LLC*, 341 B.R. 486, 493 (Bankr. D.N.J. 2006) (finding that “a bankruptcy court should defer to a debtor’s decision that rejection of a contract would be advantageous unless the decision is so unreasonable that it could not be based on sound business judgment.”); *see also In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (finding that debtor’s

decision to assume or reject an executory contract is governed by the business judgement standard and it can only be overturned if the decision was a product of bad faith, whim or caprice).

31. The business judgment test “requires only that the trustee [or debtor in possession] demonstrate that [assumption] or rejection of the contract will benefit the estate.” *Wheeling-Pittsburgh Steel Corp. v. West Penn Power Co., (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987). Any more exacting scrutiny would slow the administration of a debtor’s estate and increase costs, interfere with the Bankruptcy Code’s provision for private control of administration of the estate, and threaten a court’s ability to control a case impartially. *See Richmond Leasing Co. v. Capital Bank*, 162 F.2d 1303, 1311 (5th Cir. 1985).

32. Courts hearing chapter 11 cases filed by retailers have recently approved the assumption and/or approval of similar consulting agreements. *See, e.g., In re Christopher & Banks Corporation, et al.*, No. 21-10269 (ABA) (Bankr. D.N.J. Feb. 8, 2021) (authorizing assumption of consulting agreement); *In re RTW Retailwinds, Inc., et al.*, No. 20-18445 (JKS) (Bankr. D.N.J. Aug. 8, 2020) (same); *In re SLT Holdco, Inc., et al.*, No. 20-18368 (MBK) (Bankr. D.N.J. July 29, 2020) (same); *In re Modell’s Sporting Goods, Inc., et al.*, No. 20-14179 (VFP) (Bankr. D.N.J. June 23, 2020) (same); *In Pier 1 Imports, Inc. et al.*, No. 20-30805 (KRH) (Bankr. D.N.J. Feb. 17, 2020) (same); *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Feb. 6, 2018) (same); *In re Vitamin World, Inc.*, No. 17-11933 (KJC) (Bankr. D. Del. Nov. 21, 2017) (same).

33. Here, the Debtors have exercised their sound business judgment in determining to assume the Consulting Agreements. By continuing the engagement of the Consultant—the Debtors’ previous inventory appraiser and store closing liquidator—the Debtors determined that they could capitalize on the knowledge of a consultant already familiar with the Debtors’

liquidation performance in order to ultimately deliver the best results for the Debtors. Further, the Debtors believe that the terms set forth in the Consulting Agreements are fair and reasonable and present the best path for the Sales. Moreover, the Consultant has extensive expertise in conducting liquidation sales and will be able to effectively oversee and implement the Sales in an efficient and cost-effective manner.

34. The Debtors submit that they have exercised reasonable business judgment in engaging the Consultant to conduct the Store Closings and Sales. Given the number of stores and the Consultant's in-depth knowledge of the Debtors' process of running Store Closings and Sales, as discussed above, it is unlikely the Debtors could retain a liquidator able to conduct the process as efficiently and effectively as the Consultant. If the Consulting Agreements are not assumed on a final basis, the Sales would lose the benefit of the Consultant's oversight and might be delayed or suspended entirely, leading to loss of additional liquidity and increased administrative expense. Accordingly, the Debtors respectfully request that the Court authorize their assumption of the Consulting Agreements.

II. The Debtors Have a Valid Business Justification for the Sales.

35. Section 363(b)(1) of the Bankruptcy Code, which governs asset sales outside of a debtor's ordinary course of business, provides that "the trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). When selling assets outside of the ordinary course of business, a debtor must articulate a valid business justification to obtain court approval. *See, e.g., Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citation omitted); *In re Abbotts Dairies, Inc.*, 788 F.2d 143, 147-48 (3d Cir. 1986) (implicitly adopting the "sound business judgment" test of *Lionel Corp.*, and

requiring good faith); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070-71 (2d Cir. 1983); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 175-76 (D. Del. 1991) (concluding that the Third Circuit adopted the “sound business judgment” test in the *Abbotts Dairies* decision). When a debtor demonstrates a valid business justification for a decision, a strong presumption arises “that in making [the] business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.” *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1990) (holding that the Delaware business judgment rule has “vitality by analogy” in chapter 11, especially where the debtor is a Delaware corporation).

36. Store closing or liquidation sales are a routine occurrence in chapter 11 cases involving retail debtors. See *In re Christopher & Banks Corporation, et al.*, No. 21-10269 (ABA) (Bankr. D.N.J. Feb. 8, 2021) (authorizing procedures for store closing sales); *In re RTW Retailwinds, Inc., et al.*, No. 20-18445 (JKS) (Bankr. D.N.J. Aug. 8, 2020) (same); *In re Modell's Sporting Goods, Inc., et al.*, No. 20-14179 (VFP) (same) (Bankr. D.N.J. June 23, 2020); *In re SLT Holdco, Inc., et al.*, No. 20-18368 (MBK) (Bankr. D.N.J. July 29, 2020) (same); *In re Avenue Stores, LLC*, No. 19-11842 (LSS) (Bankr. D. Del. Sept. 13, 2019); *In re Charming Charlie Holdings, Inc.*, No. 19-11534 (CSS) (Bankr. D. Del. August 14, 2019); *In re Z Gallerie, LLC*, No. 19-10488 (LSS) (Bankr. D. Del. Apr. 9, 2019).⁴

⁴ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

37. Sufficient business justification exists to approve the proposed Sales under section 363(b)(1). The Debtors, with the assistance of their advisors, have determined that the Sales represent the best alternative to maximize recoveries to the Debtors' estates with respect to the Store Closure Assets and provide the Debtors with much-needed liquidity while optimizing any remaining fleet of Stores, if applicable. There are meaningful amounts of Merchandise, in the aggregate, that will be monetized most efficiently and quickly through an orderly process conducted in consultation with an experienced liquidation firm. Further, delay in commencing the Sales would diminish the recovery tied to monetization of the Store Closure Assets. Many of the Closing Stores fail to generate positive cash flow and therefore are a significant drain on liquidity. As such, the Debtors will realize an immediate benefit in terms of financial liquidity upon the sale of the Store Closure Assets and the termination of operations at the Closing Stores. Further, uninterrupted and orderly Sales will allow the Debtors to timely reject leases associated with the Closing Stores and, therefore, avoid the accrual of unnecessary administrative expenses for rent and related costs. Suspension of the Sales until entry of the Final Order may cause the Debtors to incur claims for rent at many of these stores for another month, potentially costing the estate millions of dollars each month.

III. The Court Should Approve the Sale Guidelines.

38. The Court may authorize the Debtors to consummate the Store Closings pursuant to sections 105(a) and 363(b) of the Bankruptcy Code. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that, "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Further, section 105(a) of the Bankruptcy Code provides, in relevant part, that, "[t]he court may

issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

39. As discussed herein, pursuant to section 363(b) of the Bankruptcy Code, for the purpose of conducting the Store Closings, the Debtors need only show a legitimate business justification for the proposed action. *See, e.g., Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citation omitted).

40. In addition, the Court may authorize the Store Closings based on section 105(a) of the Bankruptcy Code. Section 105(a) codifies the Court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” Under section 105(a), courts may authorize any action that is essential to the continued operation of a debtor’s businesses. *See In re NVR L.P.*, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) (holding that a court may permit pre-plan payments of prepetition obligations when essential to the continued operation of the debtor); *see also In re Fin. News Network Inc.*, 134 B.R. 732, 735–36 (Bankr. S.D.N.Y. 1991) (holding that the “‘doctrine of necessity’ stands for the principle that a bankruptcy court may allow pre-plan payments of prepetition obligations where such payments are critical to the debtor’s organization”).

41. The relief requested by this Motion represents a sound exercise of the Debtors’ business judgment, is necessary to avoid immediate and irreparable harm to the Debtors’ estates and is justified under sections 105(a) and 363(b) of the Bankruptcy Code. The Debtors and their advisors believe that the Sale Guidelines represent the most efficient and appropriate means of maximizing the value of the Store Closure Assets, while balancing the potentially competing concerns of landlords and other parties in interest.

42. Furthermore, ample business justification exists to conduct the Store Closings. Prior to the Petition Date, the Debtors, with the assistance of their advisors, engaged in an extensive review of each of their stores to: (a) identify underperforming stores; (b) consider whether the store's performance can be improved by various initiatives, including through the negotiation of lease concessions with landlords; (c) determine which stores were candidates for downsizing; (d) assess the potential to consolidate certain stores within a reasonable proximity of one another; and (e) determine what stores should be closed promptly to eliminate their ongoing negative impact on the Debtors' financial performance and to improve the Debtors' liquidity. This process has resulted in the Debtors' decision to close all remaining stores.

43. Further delay in consummating the Store Closings would diminish the recovery tied to monetization of the Store Closure Assets for a number of reasons, chief among them is that the Closing Stores are a drain on liquidity. Thus, the Debtors will realize an immediate benefit in terms of financial liquidity upon the sale of the Store Closure Assets and the termination of operations at the Closing Stores. Further, the swift and orderly commencement of the Store Closings will allow the Debtors to timely reject the applicable store leases, and therefore avoid the accrual of unnecessary administrative expenses for rent payment. Delaying the Store Closings may cause the Debtors to pay postpetition rent at many of these stores. Additionally, given the Debtors' current section 365(d)(4) deadline, there is a finite number of days that the Sales can run without obtaining further consents from landlords.

44. Courts in this and other districts have routinely approved sale guidelines in chapter 11 cases, and numerous courts have granted retail debtors authority to implement such procedures. *See, e.g., In re Christopher & Banks Corporation, et al.*, No. 21-10269 (ABA) (Bankr.

D.N.J. Feb. 8, 2021) (authorizing the debtors, pursuant to sections 105(a) and 363(b), to conduct store closings in accordance with court-approved sale guidelines); *In re RTW Retailwinds, Inc., et al.*, No. 20-18445 (JKS) (Bankr. D.N.J. Aug. 8, 2020) (same); *In re SLT Holdco, Inc., et al.*, No. 20-18368 (MBK) (Bankr. D.N.J. July 29, 2020) (same); *In re Modell's Sporting Goods, Inc., et al.*, No. 20-14179 (VFP) (Bankr. D.N.J. June 23, 2020) (same); *In re Dots, LLC, et al.*, No. 14-11016 (DHS) (Bankr. D.N.J. Feb. 27, 2014); (same); *In re Gemstone Solutions Group, Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Jan. 17, 2019) (authorizing the debtors, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to sell inventory and assets from closing stores); *In re Toys "R" Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Feb. 6, 2018) (same); *In re Vitamin World, Inc.*, No. 17-11933 (KJC) (Bankr. D. Del. Nov. 21, 2017) (same); *In re rue21, inc.*, No. 17-22045 (GLT) (Bankr. W.D. Pa. July 11, 2017) (same).⁵ The sale guidelines approved in the foregoing cases are substantially similar to the Sale Guidelines attached hereto.

IV. The Court Should Approve the Sale of the Store Closure Assets Free and Clear of all Liens, Encumbrances, and Other Interests under section 363(f) of the Bankruptcy Code.

45. The Debtors request approval to sell the Store Closure Assets on a final “as is” basis, free and clear of any and all liens, claims, and encumbrances in accordance with section 363(f) of the Bankruptcy Code. A debtor in possession may sell property under sections 363(b) and 363(f) “free and clear of any interest in such property of an entity other than the estate” if any one of the following conditions is satisfied: (a) applicable non-bankruptcy law

⁵ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors’ proposed counsel.

permits sale of such property free and clear of such interest; (b) such entity consents; (c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property; (d) such interest is in bona fide dispute; or (e) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest. 11 U.S.C. § 363(f); *see also Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (noting that since section 363(f) is written in the disjunctive, the court may approve a sale free and clear if any one subsection is met). Moreover, the Third Circuit has indicated that a debtor possesses broad authority to sell assets free and clear of liens. *See In re TWA Inc.*, 322 F.3d 283, 289 (3d Cir. 2003).

46. The Debtors anticipate that, to the extent there are liens on the Store Closure Assets, all holders of such liens will consent to the Sales because they provide the most effective, efficient, and time-sensitive approach to realizing proceeds for, among other things, the repayment of amounts due to such parties. Subject to the terms of the DIP Orders, any and all liens on the Store Closure Assets sold under the Sales would attach to the remaining net proceeds of such sales with the same force, effect, and priority as such liens currently have on these assets, subject to the rights and defenses, if any, of the Debtors and of any party-in-interest with respect thereto. Moreover, all identified lienholders have received sufficient notice and have been given sufficient opportunity to object to the relief requested.

47. Accordingly, the Debtors submit that the sale of the Store Closure Assets satisfies the statutory requirements of section 365(f) of the Bankruptcy Code and should, therefore, be free and clear of any liens, claims, encumbrances, and other interests.

V. The Court Should Waive Compliance with Applicable State Laws and Approve the Dispute Resolution Procedures.

48. The Debtors' ability to conduct the Sales in accordance with the Sale Guidelines and without complying with Applicable State Laws is critical to the Sales' success. Although the Debtors intend to comply with state and local health and safety laws and consumer protection laws in conducting the Sales, many Liquidation Sale Laws require special and cumbersome licenses, waiting periods, time limits, and other procedures for store closing, liquidation, or similar sales. Additionally, compliance with Fast Pay Laws would require the Debtors to pay terminated employees within a time frame that would be detrimental to the conduct of these Chapter 11 Cases, if not impossible.

49. To eliminate the time, delay, and expense associated with the administrative procedures necessary to comply with the Applicable State Laws, the Debtors propose the Sale Guidelines as a way to streamline the administrative burdens on their estates while still adequately protecting the broad and varied interests of both landlords and applicable governmental agencies charged with enforcing any Liquidation Sale Laws that may apply to the Store Closings. As such, the Debtors believe the Sale Guidelines mitigate any concerns that their landlords or governmental agencies may raise with respect to the Store Closings, and therefore, the below requested relief is in compliance with any applicable Liquidation Sale Laws.

50. The Debtors submit that there is strong support for granting them the authority to not comply with the Liquidation Sale Laws, subject to the Sale Guidelines. *First*, it is generally accepted that many state statutes and regulations provide that, if a liquidation or bankruptcy sale is court-authorized, a company need not comply with the Liquidation Sale Laws. *See, e.g.*, Ark.

Code Ann. § 4-74-103 (exempting from the provisions of the chapter sales pursuant to any court order); Ga. Code Ann. § 10-1-393(b)(24)(C)(iv) (same); 815 ILCS 350/3 (same); La. Rev. Stat. Ann. § 51:43(1) (same); N.Y. Gen. Bus. Law § 584(a) (same); Or. Rev. Stat. Ann. § 646A.100(2)(b) (“‘Going out of business sale’ does not include a sale conducted by a bankruptcy trustee.”); Tex. Bus. & Com. Code Ann. § 17.91(3) (exempting from subchapter sales conducted pursuant to court order). *Second*, pursuant to section 105(a) of the Bankruptcy Code, the Court has the authority to permit the Store Closings to proceed notwithstanding any contrary Applicable State Laws as it is essential to the continued operation of the Debtors’ business. *Third*, this Court will be able to supervise the Store Closings because the Debtors and their assets are subject to this Court’s exclusive jurisdiction. *See* 28 U.S.C. § 1334. As such, creditors and the public interest are adequately protected by notice of this Motion and the ongoing jurisdiction and supervision of the Bankruptcy Court.

51. Further, bankruptcy courts have consistently recognized, with limited exception, that federal bankruptcy law preempts state and local laws that contravene the underlying policies of the Bankruptcy Code. *See Belculfine v. Aloe (In re Shenango Group, Inc.)*, 186 B.R. 623, 628 (Bankr. W.D. Pa. 1995) (“Trustees and debtors-in-possession have unique fiduciary and legal obligations pursuant to the bankruptcy code.... [A] state statute . . . cannot place burdens on [a debtor] where the result would contradict the priorities established by the federal bankruptcy code.”), *aff’d*, 112 F.3d 633 (3d Cir. 1997).

52. Courts in some jurisdictions have found that preemption of state law is not appropriate if the laws deal with public health and safety. *See Baker & Drake, Inc. v. Pub. Serv. Comm’n of Nev. (In re Baker & Drake, Inc.)*, 35 F.3d 1348, 1353–54 (9th Cir. 1994) (holding that

Bankruptcy Code did not preempt state law prohibiting taxicab leasing that was promulgated in part as public safety measure). However, preemption is appropriate where, as is the case here, the only state laws involved concern economic regulation rather than the protection of public health and safety. *See In re Baker & Drake, Inc.*, 35 F.3d at 1353 (finding that “federal bankruptcy preemption is more likely . . . where a state statute is concerned with economic regulation rather than with protecting the public health and safety”).

53. Under the circumstances of these Chapter 11 Cases, enforcing the strict requirements of the Liquidation Sale Laws would undermine the fundamental purpose of section 363(b) of the Bankruptcy Code by placing constraints on the Debtors’ ability to maximize estate assets for the benefit of creditors. Accordingly, authorizing the Sales without the delays and burdens associated with obtaining various state and local licenses, observing state and local waiting periods or time limits, and/or satisfying any additional requirements with respect to advertising, sales, and similar items is necessary and appropriate. The Debtors do not seek a general waiver of all state and local law requirements, but only those that apply specifically to retail liquidation sales. Indeed, the requested waiver is narrowly tailored to facilitate the successful consummation of the Sales. Moreover, the Debtors will comply with applicable state and local public health and safety laws, and applicable tax, labor, employment, environmental, and consumer protection laws, including consumer laws regulating deceptive practices and false advertising. Finally, the Dispute Resolution Procedures provide an ordered means for resolving any disputes arising between the Debtors and any Governmental Units with respect to the applicability of any Liquidation Sale Laws, and should therefore be approved.

54. Further, courts in this district, and in other districts, have recognized that the Bankruptcy Code preempts certain state laws and have granted relief similar to that requested herein. *See, e.g., In re Christopher & Banks Corporation, et al.*, No. 21-10269 (ABA) (Bankr. D.N.J. Feb. 8, 2021) (authorizing debtors to conduct store closing sales under the terms of the order and finding that “no further approval, license, or permit of any Governmental Unit shall be required”); *In re RTW Retailwinds, Inc., et al.*, No. 20-18445 (JKS) (Bankr. D.N.J. Aug. 8, 2020) (same); *In re Modell’s Sporting Goods Inc., et al.*, No. 20-14179 (VFP) (Bankr. D.N.J. June 24, 2020) (same); *In re SLT Holdco, Inc., et al.*, No. 20-18368 (MBK) (Bankr. D.N.J. July 29, 2020) (same); *In re Z Gallerie, LLC*, No. 19-10488 (LSS) (Bankr. D. Del. Apr. 9, 2019) (same); *In re Things Remembered, Inc.*, No. 19-10234 (KG) (Bankr. D. Del. Feb. 28, 2019) (same); *In re Charming Charlie Holdings Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) (same).⁶

55. Courts have also granted similar relief from Fast Pay Laws in other bankruptcy cases under similar circumstances. *See, e.g., In re Z Gallerie, LLC*, No. 19-10488 (LSS) (Bankr. D. Del. Apr. 9, 2019) (granting relief from federal, state, or local laws including “any fast pay laws” in connection with store closing sales); *In re Things Remembered, Inc.*, No. 19-10234 (KG) (Bankr. D. Del. Feb. 28, 2019) (same); *In re Charming Charlie Holdings, Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Dec. 13, 2017); *In re Golfsmith Int’l Holdings, Inc.*, No. 16- 12033 (Bankr.

⁶ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors’ proposed counsel.

D. Del. Oct. 13, 2016) (same); *In re Vestis Retail Grp, LLC*, No. 16-10971 (LSS) (Bankr. D. Del. May 16, 2016) (same).⁷

VI. The Court Should Waive Compliance with Restrictions in the Debtors' Leases.

56. Certain of the Debtors' leases governing the premises of the stores subject to the Store Closings may contain provisions purporting to restrict or prohibit the Debtors from conducting store closing, liquidation, or similar sales. Such provisions have been held to be unenforceable in chapter 11 cases as they constitute an impermissible restraint on a debtor's ability to properly administer its reorganization case and maximize the value of its assets under section 363 of the Bankruptcy Code. *See In re Ames Dep't Stores, Inc.*, 136 B.R. 357, 359 (Bankr. S.D.N.Y. 1992) (deciding that enforcement of such lease restrictions would "contravene overriding federal policy requiring [the debtor] to maximize estate assets. . ."); *In re R.H. Macy and Co., Inc.*, 170 B.R. 69, 73–74 (Bankr. S.D.N.Y. 1994) (holding that the lessor could not recover damages for breach of a covenant to remain open throughout the lease term, because the debtor had a duty to maximize the value to the estate and the debtor fulfilled this obligation by holding a store closing sale and closing the store); *In re Tobago Bay Trading Co.*, 112 B.R. 463, 467–68 (Bankr. N.D. Ga., 1990) (finding that a debtor's efforts to reorganize would be significantly impaired to the detriment of creditors if lease provisions prohibiting a debtor from liquidating its inventory were enforced); *In re Lisbon Shops, Inc.*, 24 B.R. 693, 695

⁷ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

(Bankr. E.D. Mo. 1982) (holding restrictive lease provision unenforceable in chapter 11 case where the debtor sought to conduct a liquidation sale).

57. Courts in this district and others have held that restrictive lease provisions affecting store liquidation sales in chapter 11 cases are unenforceable. *See, e.g., In re Christopher & Banks Corporation, et al.*, No. 21-10269 (ABA) (Bankr. D.N.J. Feb. 8, 2021) (ordering that restrictive lease provisions shall not be enforceable in conjunction with store closings); *In re RTW Retailwinds, Inc., et al.*, No. 20-18445 (JKS) (Bankr. D.N.J. Aug. 8, 2020) (same); *In re Modell's Sporting Goods Inc., et al.*, No. 20-14179 (VFP) (Bankr. D.N.J. June 24, 2020) (same); *In re SLT Holdco, Inc., et al.*, No. 20-18368 (MBK) (Bankr. D.N.J. July 29, 2020) (same); *In re Z Gallerie, LLC*, No. 19-10488 (LSS) (Bankr. D. Del. Apr. 9, 2019) (ordering that store closing sales be conducted without the further need for compliance with, among other things, lease provisions); *In re Things Remembered, Inc.*, No. 19-10234 (KG) (Bankr. D. Del. Feb. 28, 2019) (same); *In re Charming Charlie Holdings Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018).

58. Thus, to the extent that such provisions or restrictions exist in any of the leases of the stores subject to the Store Closings, the Debtors request that the Court authorize the Debtors and the Consultant to conduct any liquidation sales without interference by any landlords or other persons affected, directly or indirectly, by the liquidation sales.

VII. The Court Should Approve the Abandonment of Certain Property in Connection with any Liquidation Sales.

59. After notice and a hearing, a debtor “may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. §554(a); *see also Hanover Ins. Co. v. Tyco Indus., Inc.*, 500 F.2d 654, 657 (3d Cir. 1974) (stating

that a trustee “may abandon his claim to any asset, including a cause of action, he deems less valuable than the cost of asserting that claim”).

60. The Debtors are seeking to sell all owned FF&E remaining in the Closing Stores. However, the Debtors may determine that the costs associated with holding or selling certain property or FF&E exceeds the proceeds that will be realized upon its sale, or that such property is not sellable at all. In such event, the property is of inconsequential value and benefit to the estates and/or may be burdensome to retain.

61. To maximize the value of the Debtors’ assets and to minimize the costs to the estates, the Debtors respectfully request authority to abandon any of their remaining FF&E or other property located at any of the Closing Stores without incurring liability to any person or entity. The Debtors further request that the landlord of each Closing Store with any abandoned FF&E or other property be authorized to dispose of such property without liability to any third parties.

62. Notwithstanding the foregoing, the Debtors will utilize all commercially reasonable efforts to remove or cause to be removed any confidential or personal identifying information (which means information that alone or in conjunction with other information identifies an individual, including, but not limited to, an individual’s name, social security number, date of birth, government-issued identification number, account number, and credit or debit card number) in any of the Debtors’ hardware, software, computers or cash registers or similar equipment that are to be sold or abandoned.

VIII. The Store Closing Bonus Plan Is a Sound Exercise of the Debtors' Business Judgment and Should Be Approved.

63. Section 363 of the Bankruptcy Code provides, in relevant part, that “[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Under this section, a court may authorize a debtor to use property of the estate when such use has a “sound business purpose” and when the use of the property is proposed in good faith. *See In re W.A. Mallory Co.*, 214 B.R. 834, 836 (Bankr. E.D. Va. 1997); *In re WBQ P’ship*, 189 B.R. 97, 102 (Bankr. E.D. Va. 1995).

64. Courts generally require a debtor to demonstrate that a valid business purpose exists for the use of estate property in a manner that is not in the ordinary course of business. *See In re Lionel Corp.*, 722 F.2d 1063, 1070–71 (2d Cir. 1983). Once the debtor has articulated a valid business justification, a presumption arises that the debtor’s decision was made on an informed basis, in good faith, and in the honest belief the action was in the best interest of the company. *See In re Integrated Res., Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992). Furthermore, once “the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). The business judgment rule shields a debtor’s management from judicial second-guessing. *See Integrated Res.*, 147 B.R. at 656; *Johns-Manville*, 60 B.R. at 615–16 (noting that “the Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor’s management decisions”). Thus, if a debtor’s actions satisfy the business judgment rule, then the actions in question should be approved under section 363(b)(1).

65. In this case, the Store Closing Bonus Plan is a sound exercise of the Debtors' business judgment and is in the best interests of the Debtors and all their estates' stakeholders. The store employees—along with their skills, knowledge, and hard work—are more critical now than ever. Through their commitment and performance, they can ensure that the Debtors continue to maximize stakeholder value in a challenging economic environment and at a time when those employees' positions will soon be terminated.

66. Additionally, the total cost of the Store Closing Bonus Plan is reasonable in light of the total revenue projected from the Sales and competitive market practice and involves compensation structures often used in other restructuring situations to incentivize employees to continue optimal performance despite the added stress inherent in the chapter 11 process.

67. The maximum cost of the Store Closing Bonus Plan will be approximately 1% of gross annual payroll for store employees and is comparable to employee incentive plans regularly paid in other “store closing” and similar-themed sales in chapter 11 situations to incentivize employees to continue optimal performance despite the added stress inherent in the chapter 11 process. As such, courts have approved incentive payments similar to those completed in the Store Closing Bonus Plan. *See, e.g., In re Christopher & Banks Corporation, et al.*, No. 21-10269 (ABA) (Bankr. D.N.J. Feb. 8, 2021) (authorizing debtor to implement and make payments under the store closing bonus program); *In re RTW Retailwinds, Inc., et al.*, No. 20-18445 (JKS) (Bankr. D.N.J. Aug. 8, 2020) (same); *In re Modell's Sporting Goods Inc., et al.*, No. 20-14179 (VFP) (Bankr. D.N.J. June 24, 2020) (same); *In re SLT Holdco, Inc., et al.*, No. 20-18368 (MBK) (Bankr. D.N.J. July 29, 2020) (same); *In re Z Gallerie, LLC*, No. 19-10488 (LSS) (Bankr. D. Del. Apr. 9, 2019) (authorizing up to \$500,000 in store closing bonus plans); *In re Things Remembered, Inc.*,

No. 19-10234 (KG) (Bankr. D. Del. Feb. 28, 2019) (authorizing a \$1600 per store bonus for the store managers and assistant managers to incentivize employees to complete store closings); *In re Bon-Ton Stores, Inc.*, No. 18-10248 (MFW) (Bankr. D. Del. Feb. 7, 2018) (authorizing discretionary bonus payments in an amount no more than 10 percent of payroll for store employees).

68. The Store Bonus Program is comparable to employee incentive plans regularly paid as “expenses of sale” by liquidating agents in other “store closing” and similar-themed sales. As such, courts have approved incentive payments similar to those contemplated in the Store Bonus Program. *See, e.g., In re Modell’s Sporting Goods, Inc., et al.*, No. 20-14179 (VFP) (Bankr. D.N.J. June 23, 2020) (authorizing store closing retention bonus program on a final basis); *In re Things Remembered, Inc.*, No. 19-10234 (KG) (Bankr. D. Del. Feb. 28, 2019) (same); *In re Bon-Ton Stores, Inc.*, No. 18-10248 (MFW) (Bankr. D. Del. Feb. 7, 2018) (authorizing store closing retention bonus program on an interim basis); *In re Rue21, Inc.*, No. 17-22045 (GLT) Bankr. W.D. Pa. June 12, 2017) (authorizing store closing retention bonus program on a final basis); *In re Goldsmith Int’l Holdings, Inc.*, No. 16-12033 (LSS) Bankr. D. Del. Oct. 13, 2016) (same); *In re Sport Auth. Holdings, Inc.*, No. 16-10527 (MFW) (Bankr. D. Del. May 3, 2016) (same).

69. Accordingly, the Debtors submit that the relief requested with respect to the Store Closing Bonus Plan is a valid exercise of the Debtors’ business judgment and the approval of the Store Closing Bonus Plan is appropriate under section 363 of the Bankruptcy Code and is in the best interests of the Debtors, their estates, and all parties in interest in these Chapter 11 Cases.

IX. The Store Closing Bonus Plan is Justified by the Facts and Circumstances of These Chapter 11 Cases.

70. Section 503(c)(3) of the Bankruptcy Code generally prohibits certain transfers made to officers, managers, consultants, and others that are not justified by the facts and circumstances of the case. *See* 11 U.S.C. § 503(c)(3). Though section 503(c)(3) is not applicable here because this Motion does not seek authorization to pay Store Closing Bonuses to insiders, if it did apply, the Store Closing Bonus Plan would be well within the “facts and circumstances” test articulated therein. Importantly, section 503(c)(3)’s “facts and circumstances” justification test “creates a standard no different than the business judgment standard under section 363(b) [of the Bankruptcy Code].” *In re Borders Grp., Inc.*, 453 B.R. 459, 473 (Bankr. S.D.N.Y. 2011); *see also In re Global Home Prods., LLC*, 369 B.R. 778, 783 (Bankr. D. Del. 2007) (“If [the key employee retention program is] intended to incentivize management, the analysis utilizes the more liberal business judgment review under § 363.”); *In re Nobex Corp.*, No. 05-20050 (MFW), 2006 WL 4063024, at *3 (Bankr. D. Del. Jan. 19, 2006) (concluding that the standard under section 503(c)(3) of the Bankruptcy Code reiterates the business judgment standard). For the reasons discussed above, a possible loss of the employees would disrupt the Debtors’ ability to effectively close the Closing Stores and maximize value for the benefit of all stakeholders. Because implementation of the Store Closing Bonus Plan will incentivize store level employees to enhance the value of the Debtors’ estates, the Store Closing Bonus Plan is justified by the facts and circumstances of these Chapter 11 Cases and is a sound exercise of the Debtors’ business judgment. *See, e.g., In re Mesa Air Grp., Inc.*, No. 10-10018 (MG), 2010 WL 3810899, *4 (Bankr. S.D.N.Y. Sept. 24, 2010) (holding that bonus payments are “‘justified by the facts and circumstances of the case’ under

section 503(c)(3) [where] they are within the ‘sound business judgment’ of the Debtors”) (citation omitted).

X. The Proposed Modifications to the Debtors’ Customer Programs are Appropriate.

71. The Courts may authorize payment of prepetition claims, such as gift card obligations, in appropriate circumstances based on section 105(a) of the Bankruptcy Code. Section 105(a) codifies the Court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” This “doctrine of necessity” functions in a chapter 11 case as a mechanism by which the bankruptcy court can exercise its equitable power to allow for modifications of customer programs not explicitly authorized by the Bankruptcy Code and further supports the relief requested herein. See *In re United Am., Inc.*, 327 B.R. 776, 781 (Bankr. E.D. Va. 2005) (acknowledging that the doctrine of necessity “is a necessary deviation because otherwise there will be no reorganization and no creditor will have an opportunity to recoup any part of its pre-petition claim”); *In re NVR L.P.*, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) (“Under [section 105(a)] the court can permit pre-plan payment of a pre petition obligation when essential to the continued operation of the debtor.”); see also *In re Lehigh & New Eng. Ry.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims if such payment is essential to debtor’s continued operation); *In re Just for Feet, Inc.*, 242 B.R. 821, 824–25 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code “provides a statutory basis for payment of prepetition claims” under the doctrine of necessity).

72. Accordingly, the Court has authority to authorize the Debtors to continue and modify customer programs in the ordinary course of business, and pay prepetition claims arising

thereunder, pursuant to sections 363(b) and 105(a) of the Bankruptcy Code. Continuing to administer the Debtors' gift card program in connection with the Store Closings is critical to preserving customer goodwill. The Sales and Store Closings necessitate that such programs must conclude to provide finality and an efficient closing period. The grace period between entry of the Interim Order and the date after which the Debtors will no longer accept gift cards affords customers ample opportunity to spend any remaining balances. The Debtors submit that the notice provided through this Motion is adequate and proper under the circumstances.

Request for Waiver of Stay

73. To the extent that the relief sought in the Motion constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). Further, to the extent applicable, the Debtors request that the Court find that the provisions of Bankruptcy Rule 6003 are satisfied. As explained herein, the relief requested in this Motion is immediately necessary for the Debtors to be able to continue to operate their businesses and preserve the value of their estates.

Waiver of Memorandum of Law

74. The Debtors respectfully request that the Court waive the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which the Debtors rely is set forth herein and the Motion does not raise any novel issues of law.

No Prior Request

75. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

76. The Debtors will provide notice of this Motion to the following parties and/or their respective counsel, as applicable: (a) the office of the United States Trustee for the District of New Jersey; (b) the Debtors' 30 largest unsecured creditors (on a consolidated basis); (c) the agents under the Debtors' prepetition secured facilities and counsel thereto; (d) the DIP Agent counsel thereto; (e) Davis Polk & Wardwell, LLP, and Greenberg Traurig, LLP, in their capacity as counsel to the Prepetition ABL Agent; (f) the indenture trustee to the Debtors' Senior Unsecured Notes; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; (i) the U.S. Securities and Exchange Commission; (j) the attorneys general in the states where the Debtors conduct their business operations; (k) the monitor in the CCAA proceeding and counsel thereto; (l) the Debtors' Canadian Counsel; (m) the landlords for the Closing Stores; and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request that the Court interim and final orders, in substantially the forms submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: April 23, 2023

/s/ Michael D. Sirota

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*Proposed Co-Counsel for Debtors and
Debtors in Possession*

Exhibit A

Proposed Interim Order

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Joshua A. Sussberg, P.C. (<i>pro hac vice</i> pending) Emily E. Geier, P.C. (<i>pro hac vice</i> pending) Derek I. Hunter (<i>pro hac vice</i> pending) 601 Lexington Avenue New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900 joshua.sussberg@kirkland.com emily.geier@kirkland.com derek.hunter@kirkland.com COLE SCHOTZ P.C. Michael D. Sirota, Esq. Warren A. Usatine, Esq. Felice R. Yudkin, Esq. Court Plaza North, 25 Main Street Hackensack, New Jersey 07601 Telephone: (201) 489-3000 msirota@coleschotz.com wusatine@coleschotz.com fyudkin@coleschotz.com <i>Proposed Co-Counsel for Debtors and Debtors in Possession</i>	
In re:	Chapter 11
BED BATH & BEYOND INC., <i>et al.</i> ,	Case No. 23-13359 (VFP)
Debtors. ¹	(Joint Administration Requested)

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO
ASSUME THE CONSULTING AGREEMENTS, (II) AUTHORIZING
AND APPROVING THE CONDUCT OF STORE CLOSING SALES,
WITH SUCH SALES TO BE FREE AND CLEAR OF ALL LIENS, CLAIMS,
AND ENCUMBRANCES, (III) AUTHORIZING CUSTOMARY BONUSES TO
EMPLOYEES OF CLOSING STORES, AND (IV) GRANTING RELATED RELIEF**

¹ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

The relief set forth on the following pages, numbered three (3) through twenty-nine (29),
is **ORDERED**.

(Page | 3)

Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359-VFP

Caption of Order: Interim Order (I) Authorizing the Debtors to Assume the Consulting Agreements, (II) Authorizing and Approving the Conduct of Store Closing Sales, with Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Consulting Agreements, (II) Authorizing and Approving the Conduct of Store Closing Sales, with Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief* (the "Motion"),² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an interim order (this "Interim Order") (a) authorizing the Debtors to assume the Consulting Agreements, (b) authorizing and approving the continuation or initiation of the Store Closings in accordance with the terms of the Consulting Agreements and the Sale Guidelines, with such sales to be free and clear of all liens, claims, and encumbrances, (c) authorizing customary bonuses to non-insider Closing Store employees who remain employed for the duration of the store closing process, (d) approving modifications to certain customer programs, including the return policy and acceptance of gift-cards and loyalty certificates, (e) scheduling a final hearing to consider approval of the Motion on a final basis, and (f) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

(Page | 4)

Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359-VFP

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proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY FOUND AND DETERMINED THAT:**¹

A. The Debtors have advanced sound business reasons for assuming the Consulting Agreements and adopting the Sale Guidelines, on an interim basis subject to the Final Hearing, as set forth in the Motion and at the Hearing, and assuming the Consulting Agreements is a reasonable exercise of the Debtors' business judgement and in the best interest of the Debtors and their estates.

B. The Consulting Agreements, copies which are attached to this Interim Order as **Schedule 1-A** and **Schedule 1-B**, were negotiated, proposed, and entered into by the Consultant and the Debtors without collusion, in good faith and from arm's length bargaining positions.

C. The assumption of the Consulting Agreements on an interim basis is a sound exercise of the Debtors' business judgment.

¹ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate. *See* Fed. R. Bankr. P. 7052.

(Page | 5)

Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359-VFP

Caption of Order: Interim Order (I) Authorizing the Debtors to Assume the Consulting Agreements, (II) Authorizing and Approving the Conduct of Store Closing Sales, with Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief

D. The Sale Guidelines, which are attached hereto as **Schedule 2**, are reasonable and appropriate, and the conduct of the Sales in accordance with the Sale Guidelines will provide an efficient means for the Debtors to dispose of the Store Closure Assets, and are in the best interest of the Debtors' estates.

E. The relief set forth herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates and the Debtors have demonstrated good, sufficient and sound business purposes and justifications for the relief approved herein.

F. The Store Closings and Sales are in the best interest of the Debtors' estates.

G. The Dispute Resolution Procedures are fair and reasonable and comply with applicable law.

H. The Debtors have represented that they intend to neither sell nor lease personally identifiable information pursuant to the relief requested in the Motion, although the Consultant will be authorized to distribute emails and promotional materials to the Debtors' customers consistent with the Debtors' existing policies on the use of consumer information.

I. The entry of this Interim Order is in the best interests of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein; and now therefore it is hereby

ORDERED THAT:

1. The Motion is **GRANTED** on an interim basis as set forth herein.

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Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359-VFP

Caption of Order: Interim Order (I) Authorizing the Debtors to Assume the Consulting Agreements, (II) Authorizing and Approving the Conduct of Store Closing Sales, with Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief

2. The Final Hearing on the Motion will be held on _____, **2023 at _____ (Eastern Time)**. Objections, if any, that relate to the Motion shall be filed and served so as to be actually received by the Debtor's proposed counsel on or before _____, **2023 at 4:00 p.m. (Eastern Time)**. If no objections are filed to the Motion, the Court may enter an order approving the relief requested in the Motion on a final basis without further notice or hearing.

3. The Debtors are authorized, but not directed, to make payments under the Store Closing Bonus Plan, as may be amended and modified from time to time.

4. To the extent any conflict between this Interim Order, the Sale Guidelines, and the Consulting Agreements, the terms of this Interim Order shall control over all other documents and the Sale Guidelines shall control over the Consulting Agreements.

I. Authority to Assume the Consulting Agreements.

5. The Debtors are authorized to assume and perform under the Consulting Agreement pursuant to sections 363 and 365 of the Bankruptcy Code, including: (a) making payments required by the Consulting Agreement to the Consultant without the need for any application of the Consultant or a further order of the Court, (b) allowing the sale of Additional Consultant Goods, and (c) participating in an augmentation program, all as permitted under the Consulting Agreement. Consultant's fees and expenses shall be paid from the gross proceeds of the Sale, without adherence to any weekly, monthly or aggregate limitation in a debtor-in-possession financing or cash collateral budget entered in connection with these Chapter 11 Cases, but shall be subject to the terms of the Consulting Agreement itself, including as to any expense budget

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attached thereto. Additionally, not later than seven (7) days after entry of this Interim Order the Debtors shall deliver to the Consultant a cash deposit in the amount of \$4,000,000 as provided in the Expense Budget as security for payment of Consultant's fees and expenses earned and incurred under the Consulting Agreement (the "Sale Deposit"); any remaining balance of the Sale Deposit being held by Consultant upon completion of the Sale shall be applied by Consultant as shall be set forth in a final reconciliation of the Sale as contemplated by the Consulting Agreement.

6. Subject to the restrictions set forth in this Interim Order, the Sale Guidelines and any Side Letters (defined below), the Debtors and the Consultant are hereby authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreements and the Sales, and each of the transactions contemplated by the Consulting Agreements, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreements and/or the Sales prior to the date of this Interim Order, are hereby approved and ratified.

7. The Consulting Agreements and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court; *provided, however*, that the Sale Guidelines may not be materially modified without the consent of the DIP Agent, the Prepetition ABL Agent, and the Prepetition FILO Agent (which can be by email through counsel) and notice and a reasonable opportunity to object by the U.S. Trustee, landlords for the Closing Stores, and any statutory committee appointed in these Chapter 11 Cases. The Debtors are hereby authorized to enter into additional agreements in connection

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with any Closing Stores, or Sales related thereto, on terms materially consistent with the Debtors' historic practices; subject to the prior written consent (which can be by email through counsel) of the DIP Agent, the Prepetition ABL Agent, and the Prepetition FILO Agent.

8. Notwithstanding anything contrary in the Consulting Agreements, the Debtors and their estates shall not indemnify the Consultant for any damages arising out of the Consultant's fraud, willful misconduct, or gross negligence.

9. To the extent the Consultant seeks to contract with Additional Consultants, the Consultant is authorized to enter into an agreement with Additional Consultants; *provided* that, Consultants provide notice thereof to the Court.

II. Authority to Engage in Sales and Conduct Store Closings.

10. The Debtors are authorized, on an interim basis pending the Final Hearing, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to immediately continue and conduct the Sales at the Closing Stores in accordance with this Interim Order, the Sale Guidelines, and the Consulting Agreements, as may be modified by any Side Letters (as defined below) between the Debtors and/or the Consultant and the landlords at the Closing Stores.

11. The Sale Guidelines are approved in their entirety on an interim basis.

12. The Debtors are authorized to discontinue operations at the Closing Stores in accordance with this Interim Order and the Sale Guidelines.

13. All entities that are presently in possession of some or all of the Merchandise or FF&E in which the Debtors hold an interest that are or may be subject to the Consulting

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Agreements or this Interim Order hereby are directed to surrender possession of such Merchandise or FF&E to the Debtors or the Consultant.

14. Neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) or landlord, to conduct the Sales and Store Closings and to take the related actions authorized herein.

III. Conduct of the Sales.

15. All newspapers and other advertising media in which the Sales and Store Closings may be advertised and all landlords are directed to accept this Interim Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Sales and Store Closings pursuant to the Consulting Agreements, including, without limitation, to conduct and advertise the sale of the Merchandise and FF&E in the manner contemplated by and in accordance with this Interim Order, the Sale Guidelines, and the Consulting Agreements.

16. The Debtors and Consultant are hereby authorized to take such actions as may be necessary and appropriate to implement the Consulting Agreements and to conduct the Sales and Store Closings without necessity of further order of this Court as provided in the Consulting Agreements and the Sale Guidelines (subject to any Side Letters), including, but not limited to, advertising the sale as a “store closing sale”, “sale on everything”, “everything must go”, “going-out-of-business”, or similar-themed sales as contemplated in the Sale Guidelines through the posting of signs (including the use of exterior banners at non-enclosed mall closing locations, and

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at enclosed mall closing locations to the extent the applicable closing location entrance does not require entry into the enclosed mall common area), use of signwalkers, A-frames, and other street signage, as contemplated in the Sale Guidelines.

17. Except as expressly provided in the Consulting Agreements and the Sale Guidelines, the sale of the Merchandise and FF&E shall be conducted by the Debtors and the Consultant notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Store Closings or the Sales (including the sale of the Merchandise and FF&E), the rejection of leases, abandonment of assets, or “going dark” provisions shall not be enforceable in conjunction with the Store Closings or the Sales. Breach of any such provisions in these Chapter 11 Cases in conjunction with the Store Closings or the Sales shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings and Sales are conducted in accordance with the terms of this Interim Order, any Side Letter, and the Sale Guidelines. The Debtors and/or Consultant and landlords of the Closing Stores are authorized to enter into agreements (“Side Letters”) between themselves modifying the Sale Guidelines without further order of the Court, and such Side Letters shall be binding as among the Debtors, the Consultant and any such landlords, *provided* that nothing in such Side Letters affects the provisions of this Interim Order. In the event of any conflict between the Sale Guidelines, the Consulting Agreements, any Side Letter, and this Interim Order, the terms of such Side Letter shall control. Copies of any Side Letters will be provided to the U.S. Trustee, the DIP Agent, the Prepetition

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ABL Agent, the Prepetition FILO Agent, and/or any statutory committee of unsecured creditors at such point as to provide the reasonable opportunity to object.

18. Except as expressly provided for herein or in the Sale Guidelines, no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, or creditors, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Sales or the sale of Merchandise or FF&E, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service providers, utilities, and creditors and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding, the conduct of the Store Closings, and/or (b) instituting any action or proceeding in any court (other than in the Bankruptcy Court or the Canadian Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or sale of the Merchandise or FF&E or other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

19. In accordance with and subject to the terms and conditions of the Consulting Agreements, the Consultant shall have the right to use the Closing Stores and all related Closing

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Store services, furniture, fixtures, equipment and other assets of the Debtors for the purpose of conducting the Sales, free of any interference from any entity or person, subject to compliance with the Sale Guidelines (as modified by any Side Letters) and this Interim Order.

20. The Consultant shall not be liable for sales taxes except as expressly provided in the Consulting Agreements and the payment of any and all sales taxes is the responsibility of the Debtors. The Debtors are directed to remit all taxes arising from the Sales to the applicable Governmental Units as and when due, *provided* that in the case of a *bona fide* dispute the Debtors are only directed to pay such taxes upon the resolution of such dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected. The Consultant shall collect, remit to the Debtors, and account for sales taxes as and to the extent provided in the Consulting Agreements. This Interim Order does not enjoin, suspend, or restrain the assessment, levy, or collection of any tax under state, provincial or federal law, and does not constitute a declaratory judgment with respect to any party's liability for taxes under state, provincial or federal law.

21. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell the Store Closure Assets and all sales of Store Closure Assets, whether by the Consultant or the Debtors, shall be free and clear of any and all liens, claims, encumbrances, and other interests; *provided, however*, that any such liens, claims, encumbrances,

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and other interests shall attach to the proceeds of the sale of the Store Closure Assets with the same validity, in the amount, with the same priority as, and to the same extent that any such liens, claims, and encumbrances have with respect to the Store Closure Assets, subject to any claims and defenses that the Debtors may possess with respect thereto and the Consultant's fees and expenses (as provided in the Consulting Agreements).

22. The Debtors and/or the Consultant (as the case may be) are authorized and empowered to transfer Store Closure Assets among, and into, the Closing Stores in accordance with the Sale Guidelines, as applicable. The Consultant is authorized to sell the Debtors' FF&E and abandon the same, in each case, as provided for and in accordance with the terms of the Consulting Agreements and the Sale Guidelines.

23. Neither the Sale Guidelines, Consulting Agreements, nor this Interim Order authorize the Debtors to transfer or sell to Consultant or any other party the personal identifying information (which means information that alone or in conjunction with other information identifies an individual, including but not limited to an individual's first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government-issued identification number, account number and credit or debit card number) ("PII") of any customers unless such sale or transfer is permitted by the Debtors' privacy policy and state, provincial or federal privacy and/or identity theft prevention laws and rules (collectively, the "Applicable Privacy Laws"). The foregoing shall not limit the Consultant's use of the Debtors'

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customer lists and mailing lists in accordance with the Consulting Agreements solely for purposes of advertising and promoting the Sales.

24. The Debtors shall remove or cause to be removed any confidential and/or PII in any of the Debtors hardware, software, computers or cash registers or similar equipment which are to be sold or abandoned so as to render the PII unreadable or undecipherable. At the conclusion of the Sales, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or transferred any customer PII and that any records containing PII were shredded, erased or otherwise modified to render the PII unreadable or undecipherable.

25. Nothing herein shall limit the Debtors' right to pause or discontinue a Sale at a Closing Store on notice to affected parties and subject to the prior written consent (which can be by email through counsel) of the DIP Agent, the Prepetition ABL Agent, and the Prepetition FILO Agent.

26. Nothing herein is intended to affect any rights of any applicable government unit to enforce any law affecting the Debtors' conduct of any store closing sale that occurred before the Petition Date.

IV. Customer Programs.

27. For the first thirty (30) days from the date of this Interim Order, the Debtors shall accept returns of merchandise sold by the Debtors in the ordinary course prior to the commencement of any Sale; *provided*, that such return is otherwise in compliance with the Debtors' return policies in effect as of the date such item was purchased and the customer is not

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repurchasing the same item so as to take advantage of the sale price being offered in the Store Closings; *provided, further*, that (i) returns of items sold on a “final” basis, including items sold in the Closing Stores on a “final” basis pursuant to this Interim Order, shall not be accepted, and (ii) gift cards may not be returned for cash.

28. All in-store sales in Store Closings shall be “as is” and final. Returns related to the purchases made in Store Closings shall not be accepted, except as set forth herein.

29. Notwithstanding anything herein, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms “as is” or “final sales.” The Debtors shall accept return of any goods purchased during the Store Closings that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund; *provided*, that the consumer must return the merchandise within the applicable time period set forth herein of their purchase, the consumer must provide a receipt for the purchase to the Debtors, and the asserted defect must in fact be a “latent” defect, which goods shall not be resold by the Debtors.

30. All sales of Merchandise shall be made by cash, gift card, or gift certificate (subject to paragraph 31 below), merchandise credit, debit card, or credit card and, at Debtor’s discretion, by check or otherwise in accordance with the Debtors’ policies.

31. For the first fourteen (14) days from the date of entry of this Interim Order, the Debtors shall continue to accept the Debtors’ validly-issued gift certificates, gift cards, and loyalty

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certificates issued prior to the Sale Commencement Date in their e-commerce business or in-store in the ordinary course of business. After the expiration of the fourteen days to utilize gift certificates, gift cards, and loyalty certificates on the e-commerce platform or in-store, all such validly-issued gift certificates, gift cards, and loyalty certificates will no longer be accepted by the Debtors and deemed to have no remaining value. Notwithstanding any policy or state law to the contrary, the gift cards, gift certificates, and loyalty certificates are not redeemable for cash at any time.

V. Dispute Resolution Procedures with Governmental Units.

32. Nothing in this Interim Order, the Consulting Agreements, the Sale Guidelines, or any Side Letter releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Interim Order. Nothing contained in this Interim Order, the Consulting Agreements, or the Sale Guidelines, or any Side Letter shall in any way: (a) diminish the obligation of any entity to comply with environmental laws; or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code. The Store Closings and the Sales shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, (including, but not limited to, the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws,

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including consumer laws regulating deceptive practices and false advertising, consumer protection, the sale of gift certificates, layaway programs, return of goods, express or implied warranties of goods, and “weights and measures” regulation and monitoring (collectively, “General Laws”). Nothing in this Interim Order, the Consulting Agreements, the Sale Guidelines, or any Side Letter shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Interim Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors’ rights to assert in that forum or before this Court or the Canadian Court, that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code or this Interim Order (or the CCAA or any Order of the Canadian Court). Notwithstanding any other provision in this Interim Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Interim Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code or the CCAA, as applicable. Nothing in this Interim Order shall be deemed to have made any rulings on any such issues.

33. To the extent that the sale of Store Closure Assets is subject to any Liquidation Sale Laws, including any federal, state or local statute, ordinance, rule, or licensing requirement directed at regulating “going out of business,” “store closing,” or similar inventory liquidation sales, or bulk sale laws, laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, signage, and use of sign-walkers solely in connection with the

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sale of the Store Closing Assets, including ordinances establishing license or permit requirements, waiting periods, time limits or bulk sale restrictions that would otherwise apply solely to the sale of the Store Closure Assets, the dispute resolution procedures in this section shall apply and the Dispute Resolution Procedures shall control over any Side Letters (provided that, these Dispute Resolution Procedures shall not apply with respect to the sale of Store Closure Assets in Canadian stores, and that any such disputes shall be dealt with by the Canadian Court):

- i. Provided that the Sales are conducted in accordance with this Interim Order, any Final Order, and the Sale Guidelines, the Debtors, the Consultant, and the Debtors' landlords, shall be deemed to be in compliance with any requirements of all county, parish, or municipal or other local government (hereinafter referred to as "Local") and State requirements governing the conduct of the Sales of the Store Closure Assets, including but not limited to Local statutes, regulation and ordinances establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Sales and sales of the Store Closure Assets (collectively, the "Liquidation Sale Laws") of any state or local Governmental Unit (as defined in Bankruptcy Code section 101(27)); *provided*, that the term "Liquidation Sale Laws" shall be deemed not to include any public health or safety laws of any state (collectively, "Safety Laws"), and the Debtors and the Consultant shall continue to be required to comply, as applicable, with such Safety Laws and General Laws, subject to any applicable provision of the Bankruptcy Code and federal law, and nothing in this Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.
- ii. Within five (5) business days after entry of this Interim Order, the Debtors will serve by first-class mail, copies of this Interim Order, the proposed Final Order, the Consulting Agreements, and the Sale Guidelines on the following: (a) the Attorney General's office for each state where the Sales are being held; (b) the county consumer protection agency or similar agency for each county where the Sales are being held; (c) the division of consumer protection for each state where the Sales are being held; and (d) the landlords for the Closing Stores (collectively, the "Dispute Notice Parties").

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- iii. To the extent that there is a dispute arising from or relating to the Sales, this Interim Order, the Consulting Agreements, or the Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a “Reserved Dispute”), the Bankruptcy Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Within ten (10) days following entry of this Interim Order, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the “Dispute Notice”) explaining the nature of the dispute to: (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., Emily E. Geier, P.C., Derek I. Hunter, and Ross J. Fiedler, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Charles B. Sterrett; (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota, Esq., Warren A. Usatine, Esq., and Felice R. Yudkin, Esq.; (c) on behalf of Hilco Merchant Resources, LLC, (i) One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Fax: 847-849-0859, Attn: Hilco Merchant Resources, LLC c/o Ian S. Fredericks and Sarah Baker and (ii) Riemer & Braunstein LLP, Times Square Tower, Suite 2506, Seven Times Square, New York, New York, Fax: 212-719-0140, Attn: Steven Fox; and (iii) Troutman Pepper Hamilton Sanders LLP, 1313 N. Market St., P.O. Box 1709, Wilmington, DE 19899-1709, Fax: 866-422-3027, Attn: Marcy McLaughlin Smith; (d) Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Adam Shpeen, Steven Szanzer, and Michael Pera; and (e) Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman and Megan R. Volin. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within 15 days after service of the notice, the Governmental Unit may file a motion with the Bankruptcy Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a “Dispute Resolution Motion”).
- iv. In the event that a Dispute Resolution Motion is filed, nothing in the Interim Order or the Final Order, as applicable, shall preclude the Debtors, a landlord, or any other interested party from asserting (A) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (B) that neither the terms of the Interim Order or the Final Order nor the conduct of the Debtors pursuant to the Interim Order or the Final Order, violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of the Interim Order or Final Order or to limit or interfere with the Debtors’ or the Consultant’s ability to conduct or to continue to conduct the Sales pursuant to the Interim Order or Final Order, as applicable, absent further order of the Bankruptcy Court. Upon the entry of the Interim Order or Final Order, the Bankruptcy Court grants authority for the Debtors and the Consultant to conduct the Sales pursuant to the terms of the Interim Order or the Final Order, the Consulting Agreements, and

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the Sale Guidelines (as may be modified by Side Letters) and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in the Interim Order or Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

- v. If, at any time, a dispute arises between the Debtors and/or the Consultant and a Governmental Unit as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in the Interim Order or Final Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (iv) and (v) above by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo*.

34. Subject to paragraphs 32 and 33 above, each and every federal, state, or local agency, departmental, or Governmental Unit with regulatory authority over the Sales and all newspapers and other advertising media in which the Sales are advertised shall consider this Interim Order as binding authority that no further approval, license, or permit of any Governmental Unit shall be required, nor shall the Debtors or the Consultant be required to post any bond, to conduct the Sales.

35. Provided that the Sales are conducted in accordance with the terms of this Interim Order, the Consulting Agreements, and the Sale Guidelines (as may be modified by Side Letters) and in light of the provisions in the laws that exempt court-ordered sales from their provisions, the Debtors and Consultant shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sales in accordance with the terms of this Interim Order and the

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Sale Guidelines (as may be modified by Side Letters) without the necessity of further showing compliance with any such Liquidation Sale Laws.

36. Nothing in this Interim Order, the Consulting Agreements, the Sale Guidelines, or any Side Letter releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Interim Order. Nothing contained in this Interim Order, the Consulting Agreements, the Sale Guidelines, or any Side Letter shall in any way: (a) diminish the obligation of any entity to comply with environmental laws; or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code.

VI. Other Provisions.

37. To the extent the Debtors are subject to any state Fast Pay Laws in connection with the Store Closings, the Debtors shall be presumed to be in compliance with such laws to the extent, in applicable states, such payroll payments are made by the later of: (a) the Debtors' next regularly scheduled payroll; and (b) seven calendar days following the termination date of the relevant employee, and in all such cases consistent with, and subject to, any previous orders of this Court regarding payment of same.

38. Neither the Consultant nor any of its respective affiliates (whether individually, as part of a joint venture, or otherwise), shall be precluded from providing additional services to the

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Debtors and/or bidding on the Debtors' assets in connection with any other future process that may or may not be undertaken by the Debtors to close stores, *provided* that any such services and/or transactions shall be approved by separate order of this Court, and *provided further* that the rights of the U.S. Trustee and all other parties in interest to object to any request that the Agent or its affiliates be permitted to provide such additional services and/or transactions are fully reserved.

39. On a confidential basis and for professionals' "eyes only" and upon the written (which can be by email through counsel) request of the U.S. Trustee, the DIP Agent, the Prepetition ABL Agent, the Prepetition FILO Agent, or the official committee of unsecured creditors, if any, the Debtors shall provide such requesting party, if any, with copies of those periodic reports and information regarding the conduct of the Sale that are prepared by the Debtors, their professionals or the Consultant and that are consistent with practices that were in place pre-petition; *provided*, that the foregoing shall not require the Debtors, their professionals, or the Consultant to prepare or undertake to prepare any additional or new reporting not otherwise being prepared by the Debtors, their professionals, or the Consultant in connection with the Sales.

40. Not later than seven (7) days prior to the objection deadline related to entry of an order approving the Motion on a final basis, the Consultant shall file a declaration disclosing connections to the Debtors, their creditors, and other parties in interest in these Chapter 11 Cases, and the Debtors shall serve the same on the U.S. Trustee, the DIP Agent, the Prepetition ABL Agent, the Prepetition FILO Agent, any official committee of unsecured creditors appointed in

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these cases, and all parties who have filed requests for service under Bankruptcy Rule 2002, by email, or if the email address is not available to the Debtors, then by first class mail.

41. To the extent the Consultant seeks to contract with other parties as additional consultants (each an “**Additional Consultant**”), and to the extent set forth in the Consulting Agreement, the Debtors shall provide notice thereof to the Office of the United States Trustee, the DIP Agent, the Prepetition ABL Agent, the Prepetition FILO Agent, and any official committee of unsecured creditors, and such Additional Consultant shall promptly file a declaration disclosing the information set forth in paragraph 40 of this Interim Order and, upon being contracted with, be subject to the provisions of the Final Order.

42. Consultant shall act solely as an independent consultant to the Debtors and shall not be liable for any claims against the Debtors other than as expressly provided in the Consulting Agreements (including the Consultant’s indemnity obligations thereunder) or the Sale Guidelines, with the exception of acts of gross negligence or willful misconduct and, for greater certainty, the Consultant shall not be deemed to be an employer, or a joint or successor employer or a related or common employer or payor within the meaning of any legislation governing employment or labor standards or pension benefits or health and safety or other statute, regulation or rule of law or equity for any purpose whatsoever, and shall not incur any successor liability whatsoever.

43. The Debtors are authorized and permitted to transfer to the Consultant personal information in the Debtors’ custody and control solely for the purposes of assisting with and

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conducting the Sale and only to the extent necessary for such purposes, *provided* that Consultant removes such personal information from the FF&E prior to the abandonment of the same.

44. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease, pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of all parties are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim, other than with respect to payments made to the Consultant, which are governed by the reconciliation procedures in the Consulting Agreements.

45. Notwithstanding anything to the contrary contained in the Motion or this Interim Order, any payment to be made, obligation incurred, or relief or authorization granted hereunder shall not be inconsistent with, and shall be subject to and in compliance with, the requirements

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imposed on the Debtors under the terms of each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors To (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief* filed substantially contemporaneously herewith (the “DIP Orders”), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Orders.

46. Nothing in this Interim Order or in the Sales Guidelines shall apply to BBB Canada Ltd. and Bed Bath & Beyond Canada L.P. (collectively, “BBB Canada”), or alter or limit any authorization, requirement or relief contained in, or prevent BBB Canada from taking any action authorized pursuant to, or required by, the CCAA, the Initial Order in respect of BBB Canada (the “Initial Order”) issued by the Ontario Superior Court of Justice (Commercial List) (the “CCAA Court”) in proceedings in respect of BBB Canada pursuant to the Companies' Creditors Arrangement Act (Canada) or any Order granted thereunder, and to the extent of any inconsistency between the Interim Order and the terms of the Initial Order or any other order of the CCAA Court or the CCAA, the order of the CCAA Court or the CCAA, as applicable, shall govern with respect to BBB Canada.

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47. No payment may be made by the Debtors to, or for the benefit of, any non-Debtor Insider (as defined in section 101 of the Bankruptcy Code) or any non-Debtor affiliate of or related party to any such Insider pursuant to this Interim Order. without further court approval on notice to parties in interest.

48. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or otherwise deemed waived.

49. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

50. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

51. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

52. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

53. The Debtors shall serve by regular mail a copy of this Interim Order and the Motion on all parties required to receive such service pursuant to Local Rule 9013-5(f) within two (2) business days after the entry of this Order.

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54. Any party may move for modification of this Order in accordance with Local Rule 9013-5(e).

55. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order

56. Notwithstanding Bankruptcy Rule 6004(4), this Interim Order shall take effect immediately upon its entry.

57. This Court shall retain jurisdiction with regard to all issues or disputes relating to this Interim Order or the Consulting Agreements, including, but not limited to, (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner, (b) any claim of the Debtors, the landlords and/or the Consultant for protection from interference with the Store Closings or Sales, (c) any other disputes related to the Store Closings or Sales, and (d) protect the Debtors and/or the Consultant against any assertions of any liens, claims, encumbrances, and other interests; *provided* that, notwithstanding the foregoing the Canadian Court shall retain jurisdiction with regard to all issues or disputes in respect of the Sale at the Canadian Closing Stores. No such parties or person shall take any action against the Debtors, the Consultant, the landlords, the Store Closings, or the Sales until this Court or the Canadian Court, as applicable, has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

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58. Within 30 days of conclusion of the Sale, the Debtors shall (a) file with the Court and provide to the DIP Agent, the Prepetition ABL Agent, and the Prepetition FILO Agent, a summary report of the store closing process that will include (i) a list of the stores closed, (ii) gross revenue from the store closing assets sold, and, (iii) gross revenue from FF&E sold, (iv) calculation of fees paid to the Agent, and (v) calculation of expenses reimbursed to the Agent and (b) file with the Court and serve on the U.S. Trustee, the DIP Agent, the Prepetition ABL Agent, and the Prepetition FILO Agent. Trustee, any statutory committee, and any other party in interest who may so request, a report showing payment of each of the Consultant's fees, setting forth detail and information regarding the calculation of such fees paid to the Consultant and expenses reimbursed to the Consultant. Only the U.S. Trustee (and no other party) shall have 20 days after the date on which such report is filed to object, under the standards of section 328(a) of the Bankruptcy Code, solely as to the reasonableness of the compensation paid or expenses reimbursed to the Consultant; *provided, however*, that with respect to any such objection: (i) the Consultant's "Base Fee" and reimbursement of expenses shall be reviewed under the standards of section 328(a) and are found to be reasonable as of the date hereof, and such Base Fee shall not be later deemed unreasonable on the basis that the success of the Sale, whether on account of sales, recovery, or otherwise, resulted in the Consultant receiving compensation, in dollar terms, that was greater than any budget or forecast provided by the Debtors, their advisors, and/or the Consultant; and (ii) the Consultant's "Incentive Fee" or any other fee not reflected in the Consulting Agreements, and any additional expenses reimbursed in excess of the aggregate budget, shall not receive the same presumption

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and shall be reviewed under the standards of section 330 of the Bankruptcy Code. To the extent an objection is filed by the U.S. Trustee and cannot be resolved, the parties shall coordinate to have the objection to the Consultant's compensation brought before the Court at the next scheduled omnibus hearing or such other date and time as shall be agreed by the parties.

Schedule 1-A

BB&B Consulting Agreement



September 11, 2020

VIA EMAIL

Derek Dervish
Vice President – Asset Management
BED BATH & BEYOND INC.
650 Liberty Ave.
Union, NJ 07083
Email: derek.dervish@bedbath.com

Re: **Letter Agreement Governing Inventory Disposition**

Dear Derek:

By executing below, this letter shall serve as an agreement (“Agreement”) between Hilco Merchant Resources, LLC, on the one hand (“Agent” or a “Party”), and Bed Bath & Beyond Inc., on the other hand (“Merchant” or a “Party” and together with the Agent, the “Parties”), under which Agent shall act as the exclusive agent for the purpose of conducting a sale of certain Merchandise (as defined below) at the Merchant’s stores set forth on Work Orders issued by Merchant and agreed to by Agent from time to time (each a “Store” and collectively, the “Stores”) through a “Store Closing”, “Everything Must Go”, “Everything on Sale” or similar themed sale (the “Sale”). The Parties hereby agree that the list of Stores on a Work Order may be supplemented from time to time by written amendment to this Agreement executed in accordance with the foregoing in which case any Store added to a Work Order shall be deemed a “Store” for all purposes under this Agreement, and the Parties shall mutually agree upon any modifications to the Sale Term, Expense Budget(s), and other terms and conditions that may be necessary or appropriate in light of the additional retail store locations.

A. Merchandise

For purposes hereof, “Merchandise” shall mean all goods, saleable in the ordinary course, located in the Stores on the Sale Commencement Date (defined below). “Merchandise” does not mean and shall not include: (1) goods that belong to sublessees, licensees or concessionaires of Merchant; (2) owned furnishings, trade fixtures, equipment and improvements to real property that are located in the Stores (collectively, “FF&E”); or (3) damaged or defective merchandise that cannot be sold.

B. Sale Term

The initial Sale shall commence on such date as set forth in an applicable Work Order (the “Sale Commencement Date”) and conclude no later than such date as set forth in an applicable Work Order (the “Sale Termination Date”); provided, however, that the Parties may mutually agree in writing to extend or terminate the Sale at any Store prior to the Sale Termination Date. The period between the Sale Commencement Date and the Sale Termination Date shall be referred to as the “Sale Term.” At the conclusion of the Sale, Agent shall surrender the premises for each Store to Merchant

in broom clean condition and in accordance with the lease requirements for such premises, as directed by Merchant, in accordance with Section I herein. At the conclusion of the Sale at each Store, Agent shall photographically document the condition of each such Store. To the extent that the Sale as it pertains to a particular Store is delayed or interrupted because it is required to be closed due to the issuance of an order, rule, or regulation by a federal, state or local government agency related to COVID-19, the Sale Termination Date as to the affected Store shall be extended by the time period for which the Sale was delayed or interrupted.

C. Project Management

(i) Agent's Undertakings

During the Sale Term, Agent shall, in collaboration with Merchant, (a) provide qualified supervisors (the "Supervisors") engaged by Agent to oversee the management of the Stores; (b) determine appropriate point-of-sale and external advertising for the Stores, approved in advance by Merchant; (c) determine appropriate discounts of Merchandise, staffing levels for the Stores, approved in advance by Merchant, and appropriate bonus and incentive programs, if any, for the Stores' employees, approved in advance by Merchant; (d) oversee display of Merchandise for the Stores; (e) to the extent that information is available, evaluate sales of Merchandise by category and sales reporting and monitor expenses; (f) maintain the confidentiality of all proprietary or non-public information regarding Merchant in accordance with the provisions of the confidentiality agreement signed by the Parties; (g) assist Merchant in connection with managing and controlling loss prevention and employee relations matters; (h) assist Merchant with the creation and implementation of a customer transition program; (i) assist Merchant with determining the necessity for obtaining any applicable permits and governmental approvals to conduct the Sale, including working with Merchant to obtain each in a timely and orderly fashion and preparing or causing to be prepared all forms necessary to assist in Merchant's securing any applicable permits and governmental approvals necessary to conduct the Sale, the costs and expenses of which shall be paid by Merchant and shall be in addition to the costs and expenses set forth on the Expense Budget; (j) at Merchant's request, implement Agent's affiliate CareerFlex program for Merchant's Store level and other employees; and (k) provide such other related services deemed necessary or appropriate by Merchant and Agent.

The Parties expressly acknowledge and agree that Merchant shall have no liability to the Supervisors for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Agent's hiring or engagement of the Supervisors, and the Supervisors shall not be considered employees of Merchant.

(ii) Merchant's Undertakings

During the Sale Term, Merchant shall (a) be the employer of the Stores' employees, other than the Supervisors; (b) pay all taxes, costs, expenses, accounts payable, and other liabilities relating to the Stores, the Stores' employees and other representatives of Merchant; (c) prepare and process all tax forms and other documentation; (d) collect all sales taxes and pay them to the appropriate taxing authorities for the Stores; (e) use reasonable efforts to cause Merchant's employees to cooperate with Agent and the Supervisors; (f) execute all agreements determined by the Merchant and Agent to be necessary or desirable for the operation of the Stores during the Sale; (g) arrange for the ordinary maintenance of all point-of-sale equipment required for the Stores; (h) apply for and obtain, with Agent's assistance and support, all applicable permits and authorizations (including

landlord approvals and consents) for the Sale, including payment of all applicable costs and expenses associated therewith; (i) assist Agent with implementing the CareerFlex program for Merchant's Store level and other employees; and (j) ensure that Agent has quiet use and enjoyment of the Stores for the Sale Term in order to perform its obligations under this Agreement.

Merchant shall provide throughout the Sale Term central administrative services necessary for the Sale, including (without limitation) customary POS administration, sales audit, cash reconciliation, accounting, and payroll processing, all at no cost to Agent.

Merchant shall be responsible for providing direction to and supplies for the Stores in order to comply with federal, state and local COVID-19 related health and safety requirements, and Agent will assist with the implementation of such requirements at the Stores; provided, however, that Agent shall not be responsible to Merchant for the payment of nor liable for any fine, injury, death, or damage caused by or related to COVID-19 (collectively, "COVID-19 Losses"), unless such COVID-19 Losses were directly caused by Agent's gross negligence or willful misconduct. Agent's supervisors will provide their own personal protective equipment ("PPE") at no additional cost to Merchant. To the extent that temporary labor do not source and provide their own PPE, Agent will provide Merchant with Agent's cost (without lift or mark-up) for PPE and, if requested by Merchant, Agent will procure such PPE, and Merchant agrees to reimburse Agent for the costs associated therewith (in addition to amounts reflected in a Work Order).

The Parties expressly acknowledge and agree that Agent shall have no liability to Merchant's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant's employment, hiring or retention of its employees, and such employees shall not be considered employees of Agent. The Parties further expressly acknowledge and agree that Merchant shall have no liability to Agent's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Agent's employment, hiring or retention of its employees, and such employees shall not be considered employees of Merchant.

D. The Sale

All sales of Merchandise shall be made on behalf of Merchant. Agent does not have, nor shall it have, any right, title or interest in the Merchandise. All sales of Merchandise shall be by cash, gift card, gift certificate, merchandise credit, debit card, or credit card and, at Merchant's discretion, by check or otherwise in accordance with Merchant's policies, and shall be "final" with no returns accepted or allowed, unless otherwise directed by Merchant.

E. Agent Fee and Expenses in Connection with the Sale

As used in this Agreement, the following terms shall have the following meanings:

(i) "Gross Proceeds" shall mean the sum of the gross proceeds of all sales of Merchandise made in the Store during the Sale Term, net only of sales taxes.

(ii) "Gross Recovery Threshold" shall mean the Gross Proceeds, calculated using the "gross rings" method, divided by the Retail Price of the Merchandise sold, calculated using the "gross rings" method.

(iii) “Merchandise File” shall mean the Merchant’s books and records, as well as all files provided to Agent during due diligence.

(iv) “Retail Price” shall mean with respect to each item of Merchandise (excluding a small amount of Merchandise classified as clearance, “web deals,” “as-is” or in-store special), the lower of the lowest ticketed, marked, shelf, Merchandise File, point of sale, or other file price as reflected in Merchant’s books and records for such item.

In consideration of its services hereunder, Merchant shall pay Agent a “Base Fee” equal to sixty-five one hundredths of one percent (0.65%) of the Gross Proceeds of Merchandise sold at the Stores. In addition to the “Base Fee”, Agent may also earn an “Incentive Fee” (together with the Base Fee, the “Merchandise Fee”) equal to the aggregate sum of the percentages shown in the following table, based upon the following Gross Recovery Thresholds (e.g., in each case, as calculated back to first dollar):

Gross Recovery Threshold	Agent Incentive Fee
65.10% - 66.0%	An additional .20% of Gross Proceeds Total Merchandise Fee of .85% of Gross Proceeds
66.10% - 67.00%	An additional .10% of Gross Proceeds Total Merchandise Fee of .95% of Gross Proceeds
Over 67.00%	An additional .10% of Gross Proceeds Total Merchandise Fee of 1.05% of Gross Proceeds

The definitive Gross Recovery Threshold shall be determined in connection with the Final Reconciliation, and once determined, the parties (as part of the Final Reconciliation) shall determine the actual amount of Agent’s Incentive Fee. Merchant shall pay any outstanding, unpaid portions of Agent’s Incentive Fee in connection with the Final Reconciliation.

Merchant shall be responsible for all expenses of the Sale, including (without limitation) all Store level operating expenses, all costs and expenses related to Merchant’s other retail store operations, and Agent’s other reasonable, documented out of pocket expenses. To control expenses of the Sale, Merchant and Agent have established an aggregate budget (the “Expense Budget”) of certain delineated expenses, including (without limitation) payment of the costs of supervision (including (without limitation) Supervisors’ wages, travel, and deferred compensation) and advertising costs (including signage and the shipping, freight, and sales tax related thereto where applicable, at cost with no markup). The Expense Budget for the Sale is attached to each Work Order. In the event Agent desires to modify the Expense Budget attached hereto after the date of this Agreement, Agent will present such modifications to Merchant for Merchant’s consent, which consent may be withheld by Merchant in Merchant’s sole discretion. The costs of supervision set forth in each Work Order include, among other things, industry standard deferred compensation.

All accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Agent) shall be reconciled on every Wednesday for the prior week and shall be paid within twenty-one (21) days after each such weekly reconciliation. The Parties shall complete a final reconciliation and settlement of all amounts payable to Agent and contemplated by

this Agreement (including, without limitation, Expense Budget items, and fees earned hereunder) no later than forty five (45) days following the Sale Termination Date for the last Store.

F. Indemnification

(i) Merchant's Indemnification

Merchant shall indemnify, defend, and hold Agent and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, affiliates, and Supervisors (collectively, "Agent Indemnified Parties") harmless from and against all third-party liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) the willful or negligent acts or omissions of Merchant or the Merchant Indemnified Parties (as defined below); (b) the material breach of any provision of this Agreement by Merchant; (c) any liability or other claims, including, without limitation, product liability claims, asserted by customers, any Store employees (under a collective bargaining agreement or otherwise), or any other person (excluding Agent Indemnified Parties) against Agent or an Agent Indemnified Party, except claims arising from Agent's negligence, willful misconduct or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortuous or otherwise actionable treatment of Agent's Indemnified Parties or Merchant's customers by Merchant or Merchant's Indemnified Parties; and (e) Merchant's failure to pay over to the appropriate taxing authority any taxes required to be paid by Merchant during the Sale Term in accordance with applicable law.

(ii) Agent's Indemnification

Agent shall indemnify, defend and hold Merchant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, and affiliates (other than the Agent or the Agent Indemnified Parties) (collectively, "Merchant Indemnified Parties") harmless from and against all third party liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to (a) the willful or negligent acts or omissions of Agent or the Agent Indemnified Parties; (b) the breach of any provision of, or the failure to perform any obligation under, this Agreement by Agent; (c) any liability or other claims made by Agent's Indemnified Parties or any other person (excluding Merchant Indemnified Parties) against a Merchant Indemnified Party arising out of or related to Agent's conduct of the Sale, except claims arising from Merchant's negligence, willful misconduct, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortuous or otherwise actionable treatment of Merchant Indemnified Parties, or Merchant's customers by Agent or any of the Agent Indemnified Parties and (e) any claims made by any party engaged by Agent as an employee, agent, representative or independent contractor arising out of such engagement.

G. Insurance

(i) Merchant's Insurance Obligations

Merchant shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability (to the extent currently provided), comprehensive public liability

insurance and auto liability insurance) covering injuries to persons and property in or in connection with the Stores, and shall cause Agent to be named an additional insured with respect to all such policies. At Agent's request, Merchant shall provide Agent with a certificate or certificates evidencing the insurance coverage required hereunder and that Agent is an additional insured thereunder. In addition, Merchant shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all statutory requirements.

(ii) Agent's Insurance Obligations

As an expense of the Sale, Agent shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability/completed operations, contractual liability, comprehensive public liability and auto liability insurance) on an occurrence basis in an amount of at least Two Million dollars (\$2,000,000) and an aggregate basis of at least five million dollars (\$5,000,000) covering injuries to persons and property in or in connection with Agent's provision of services at the Stores. Agent shall name Merchant as an additional insured and loss payee under such policy, and upon execution of this Agreement provide Merchant with a certificate or certificates evidencing the insurance coverage required hereunder. In addition, Agent shall maintain throughout the Sale Term, workers compensation insurance compliance with all statutory requirements. Further, should Agent employ or engage third parties to perform any of Agent's undertakings with regard to this Agreement, Agent will ensure that such third parties are covered by Agent's insurance or maintain all of the same insurance as Agent is required to maintain pursuant to this paragraph and name Merchant as an additional insured and loss payee under the policy for each such insurance.

H. Representations, Warranties, Covenants and Agreements

(i) Merchant warrants, represents, covenants and agrees that (a) Merchant is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and maintains its principal executive office at the address set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Merchant and this Agreement constitutes a valid and binding obligation of Merchant enforceable against Merchant in accordance with its terms and conditions, and the consent of no other entity or person is required for Merchant to fully perform all of its obligations herein, (c) all ticketing of Merchandise at the Stores has been and will be done in accordance with Merchant's customary ticketing practices; (d) all normal course hard markdowns on the Merchandise have been, and will be, taken consistent with customary Merchant's practices, and (e) the Stores will be operated in the ordinary course of business in all respects, other than those expressly agreed to by Merchant and Agent.

(ii) Agent warrants, represents, covenants and agrees that (a) Agent is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform the Agent's obligations hereunder, and maintains its principal executive office at the addresses set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Agent and this Agreement constitutes a valid and binding obligation of Agent enforceable against Agent in accordance with its terms and conditions, and the consent of no other entity or person is required for Agent to fully perform all of its obligations herein, (c) Agent shall comply with and

act in accordance with any and all applicable state and local laws, rules, and regulations, and other legal obligations of all governmental authorities, (d) no non-emergency repairs or maintenance in the Stores will be conducted without Merchant's prior written consent, and (e) Agent will not take any disciplinary action against any employee of Merchant.

I. Furniture, Fixtures and Equipment

Agent shall sell the FF&E in the Stores from the Stores themselves. In consideration for selling the FF&E, Agent shall be entitled to a commission from the sale of the FF&E equal to ten percent (10.0%) of the Gross Proceeds of the sale of the FF&E.

Agent shall remit to Merchant all Gross Proceeds from the sale of FF&E. During each weekly reconciliation described in section E above, Agent's FF&E fee shall be calculated, and Agent's calculated FF&E fee and all FF&E costs and expenses then incurred shall be paid within 21 days after each such weekly reconciliation.

Merchant shall be responsible for all reasonable costs and expenses incurred by Agent in connection with (i) the sale of FF&E, and (ii) surrendering the premises in accordance with the lease requirements for such premises, as directed by Merchant, which costs and expenses shall be incurred pursuant to a budget or budgets to be established from time to time by mutual agreement of the Parties. Agent shall not have the right to abandon at the Stores any unsold FF&E; provided, however, in the event Merchant desires that Agent decommission and/or de-brand (collectively, "Decommission") any Store and/or remove any FF&E that is affixed to a Store premises, including without limitation by glue, nails or screws, such Decommission and FF&E removal shall be subject to a separate scope of work, which may include an additional fee payable to Agent in connection with such work, and budget mutually agreed upon by Merchant and Agent.

J. Termination

The following shall constitute "Termination Events" hereunder:

- (a) Merchant's or Agent's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting Party;
- (b) Any representation or warranty made by Merchant or Agent is untrue in any material respect as of the date made or at any time and throughout the Sale Term; or
- (c) the Sale at all Stores is terminated or materially interrupted or impaired for any reason other than an event of default by Agent or Merchant.

If a Termination Event occurs, the non-defaulting Party (in the case of an event of default) or either Party (if the Sale is otherwise terminated or materially interrupted or impaired) may, in its discretion, elect to terminate this Agreement by providing seven (7) days' written notice thereof to the other Party and, in the case of an event of default, in addition to terminating this Agreement, pursue any and all rights and remedies and damages resulting from such default. If this Agreement is terminated, Merchant shall be obligated to pay Agent all amounts due under this Agreement through and including the termination date.

K. Notices

All notices, certificates, approvals, and payments provided for herein shall be sent by fax or by recognized overnight delivery service as follows: (a) To Merchant: at the address listed above, ATTN: EVP, Chief Stores Officer; (b) To Agent: c/o Hilco Merchant Resources, LLC, One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Fax: 847- 849-0859, Attn: Ian S. Fredericks; or (c) such other address as may be designated in writing by Merchant or Agent.

L. Independent Consultant

Agent's relationship to Merchant is that of an independent contractor without the capacity to bind Merchant in any respect. No employer/employee, principal/agent, joint venture or other such relationship is created by this Agreement. Merchant shall have no control over the hours that Agent or its employees or assistants or the Supervisors work or the means or manner in which the services that will be provided are performed and Agent is not authorized to enter into any contracts or agreements on behalf of Merchant or to otherwise create any obligations of Merchant to third parties, unless authorized in writing to do so by Merchant.

M. Non-Assignment

Neither this Agreement nor any of the rights hereunder may be transferred or assigned by either Party without the prior written consent of the other Party; provided, however Merchant may use the services of Agent in Stores leased by subsidiaries of Merchant. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any Party to this Agreement unless made in writing and signed by a duly authorized representative or agent of such Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

N. Severability

If any term or provision of this Agreement, as applied to either Party or any circumstance, for any reason shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. If the surviving portions of the Agreement fail to retain the essential understanding of the Parties, the Agreement may be terminated by mutual consent of the Parties.

O. Governing Law, Venue, Jurisdiction and Jury Waiver

This Agreement, and its validity, construction and effect, shall be governed by and enforced in accordance with the internal laws of the State of New Jersey (without reference to the conflicts of laws provisions therein). Merchant and Agent waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Agent against Merchant or Merchant against Agent on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between Merchant and

Agent, any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

P. Entire Agreement

This Agreement, together with all additional schedules and exhibits attached hereto, constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement.

Q. Execution

This Agreement may be executed simultaneously in counterparts (including by means of electronic mail, facsimile or portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic mail, a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

R. Ethical Conduct Policy

It is the policy of Merchant and its subsidiaries and affiliates to conduct all its business transactions in accordance with the highest ethical standards and all applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act). Agent shall not, directly or indirectly, solicit or accept from, nor offer, promise or pay to, any individual or entity (including, but not limited, to any government official any bribe, kickback or any other improper payment of money or anything else of value. This includes, but is not limited to, any improper payment in exchange for Merchant's execution of this Agreement. Agent will also require any subcontractor (of any level) to adhere to the same standards and will appropriately monitor its subcontractors to ensure such adherence. In addition, any individual who is employed by or who represents Merchant is prohibited from soliciting, accepting, offering, promising or paying any bribe, kickback or any other improper payment of money or anything else of value. If any such improper actions are observed, contact our Legal Department (Attention: General Counsel) at the address set forth herein and/or by telephone at 908-688-0888, so that the incident may be fully investigated.

*

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*

If this Agreement is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

DocuSigned by:

Sarah Baker

AC491BAA66644E1...

By: Sarah Baker

Its: VP & AGC, Managing Member

 **AGREED AND ACCEPTED as of the 11th day
of September, 2020:**

 **BED BATH & BEYOND INC.**

 DocuSigned by:

John Hartmann

14E2FE9G50CA41C...

By: John Hartmann

Its: EVP, COO



August 26, 2022

VIA EMAIL

Derek Dervish
Vice President – Asset Management
Buy Buy Baby, Inc. 650
Liberty Ave.
Union, NJ 07083
Email: derek.dervish@bedbath.com

Re: **Amendment to Letter Agreements**

Derek:

Reference is made to (i) that certain letter agreement dated September 11, 2021 by and between Hilco Merchant Resources, LLC (“Agent” or a “Party”) and Bed Bath & Beyond Inc. (the “BB&B” or a “Party”) (as supplemented or amended, the “BB&B Agreement”) and (ii) by that certain letter agreement dated March 2, 2021 by and between Agent and Buy Buy Baby, Inc. (“BBB” or a “Party”; together with BB&B, the “Merchant”; collectively with BB&B and Agent, the “Parties”) (as supplemented or amended, the “BBB Agreement” and together with the BB&B Agreement, the “Agreements”) Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the respective Agreement.

The Parties hereby amend the Agreements as follows (the “Amendment”):

Section E. of the Agreements are hereby amended and modified as follows:

1. The “Base Fee” is hereby increased from sixty-five one hundredths of one percent (0.65%) to eighty one hundredths of one percent (0.80%).
2. With respect to the table outlining the “Gross Recovery Threshold” and “Agent Incentive Fee”, the table is hereby amended and modified as follows:
 - a. The reference to “Total Merchandise Fee of .85% of Gross Proceeds” is hereby deleted and replaced with “Total Merchandise Fee of 1.0% of Gross Proceeds”;
 - b. The reference to “Total Merchandise Fee of .95% of Gross Proceeds” is hereby deleted and replaced with “Total Merchandise Fee of 1.10% of Gross Proceeds”; and
 - c. The reference to “Total Merchandise Fee of 1.05% of Gross Proceeds” is hereby deleted and replaced with “Total Merchandise Fee of 1.20% of Gross Proceeds”.

The Agent shall be authorized to syndicate the transactions contemplated by the Agreements with Tiger Capital Group on terms and conditions mutually agreed upon between the Agent and

Tiger Capital Group. Per the Merchant's request, Agent shall continue to lead all aspects of the transactions contemplated by the Agreements.

With respect to this Amendment, (i) Merchant hereby reaffirms the representations, warranties, and agreements set forth in section H. of the Agreements, and (ii) Agent hereby reaffirms the representations, warranties, and agreements set forth in section H. of the Agreements.

This Amendment, together the Agreements, all prior amendments or supplements, and all schedules and exhibits attached hereto and thereto, constitutes a single, integrated written contract expressing the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this Amendment except as specifically set forth in this Amendment or the Agreements.

*

*

*

If this Amendment is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

DocuSigned by:

Ian S. Fredericks

8211DF797AB4402...

By: Ian S. Fredericks

Its: President

**AGREED AND ACCEPTED as of the ____ day
of August, 2022:**

BED BATH & BEYOND, INC.

DocuSigned by:

Derek B Dervish

D65B971000BB4E0...

By: Derek B Dervish

Its: Senior Director of Asset Mgt. and Inventory Operations

BUY BUY BABY, INC.

DocuSigned by:

Derek B Dervish

D65B971000BB4E0...

By: Derek B Dervish

Its: Senior Director of Asset Mgt. and Inventory Operations



February 12, 2023

VIA EMAIL

Derek Dervish
Vice President – Asset Management
Buy Buy Baby, Inc.
650 Liberty Ave.
Union, NJ 07083
Email: derek.dervish@bedbath.com

Re: Second Amendment to Letter Agreements

Derek:

Reference is made to (i) that certain letter agreement dated September 11, 2020 by and between Hilco Merchant Resources, LLC (“Agent” or a “Party”) and Bed Bath & Beyond Inc. (“BB&B” or a “Party”) (as amended, modified, supplemented or restated and in effect from time to time, the “BB&B Agreement”) and (ii) by that certain letter agreement dated March 2, 2021 by and between Agent and Buy Buy Baby, Inc. (“BBB” or a “Party”; together with BB&B, the “Merchant”; collectively with BB&B and Agent, the “Parties”) (as amended, modified, supplemented or restated and in effect from time to time, the “BBB Agreement”; the BB&B Agreement and BBB Agreement are collectively referred to herein as the “Agreements”). Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the respective BB&B Agreement or the BBB Agreement, as the context makes applicable.

The Agreements provide for, among other things, the procedures in which the Sales will be executed, and details related thereto. Accordingly, Merchant and Agent mutually desire to amend the Agreements to, inter alia, (i) provide that this letter amendment (the “Second Amendment”) shall constitute a “Work Order” under the Agreements, (ii) add Harmon Stores, Inc. as a party to the Agreements, (iii) expand the scope of Stores covered by the Agreements by adding additional Stores thereunder as set forth herein and in the Exhibits annexed hereto and incorporated herein, and (iii) modify certain other terms and provisions of the Agreements, in each case on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Second Amendment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree that the Agreements shall be amended as set forth herein.

1. Harmon Stores. Effective January 27, 2023, by its counter-signature hereto Harmon Stores, Inc. shall be and the same hereby is added as “Party” to the BB&B Agreement and shall be treated as “Merchant” thereunder and hereunder for all purposes.

2. Closing Store Designations.

a) Pursuant to this Second Amendment, Merchant hereby designates those Store locations identified in Exhibit A-1 hereto and incorporated herein (hereinafter, collectively the “Amendment 2 ‘Wave 3’ Stores”) and the Store locations identified in Exhibit A-2 (the “Amendment 2 ‘Wave 4’ Stores”) for closure through the conduct of the Sale in accordance with the terms of the Agreements, as amended hereby. The Expense Budget applicable to the conduct of the Sale at the Amendment 2 “Wave 3” Stores and Amendment 2 “Wave 4” Stores” are annexed hereto as Exhibit B-1 and Exhibit B-2, respectively, and are

incorporated herein by reference.

b) From and after January 27, 2023, Merchant may designate one or more of the store locations identified in Exhibit A-3 hereto and incorporated herein (each an “Additional Store”; and collectively the “Additional Stores”) for closure through the conduct of the Sale in accordance with the terms of the Agreements, as amended hereby. Upon Merchant’s designation of an Additional Store(s) for closure under the Agreements, (i) the terms and provisions of the Agreements shall apply for all purposes with respect thereto, including (without limitation) that all such Additional Stores shall be deemed Stores for all purposes, (ii) Merchant shall designate the Sale Commencement Date and Sale Termination Date, respectively, applicable to such Additional Store(s), and (iii) Merchant and Agent shall mutually agree on an appropriate “Expense Budget” that shall be applicable to the conduct of the Sale at such Additional Store(s). If the Additional Stores constitute all of the locations listed on Exhibit A-3, the Expense Budget for such Additional Stores is hereby annexed hereto as Exhibit B-3 and incorporated herein by reference.

3. Permitted Sale Themes. Anything in the Agreements to the contrary notwithstanding, subject to Merchant’s prior written consent Agent shall be authorized to market and advertise the Sale in the Stores utilizing a “Going-Out-of-Business” sale theme, which theme shall be in addition to such other sale themes set forth in the Agreements.

4. “Merchandise” Definition. Section A of the Agreements is hereby amended by deleting the first sentence thereof in its entirety and substituting the following in its place:

“For purposes hereof, “Merchandise” shall mean all goods, saleable in the ordinary course, located in the Stores, distribution centers or warehouses (collectively, the “DCs”), in transit to or from the Stores or DCs, or on-order on the Sale Commencement Date (defined below).”

5. Agent Fee: Expenses.

a) Section E of each Agreement is hereby amended by deleting the first full paragraph appearing on page 4 thereof in its entirety and substituting the following in its place:

“(1) In consideration of its services hereunder, Merchant shall pay Agent a “Base Fee” equal to one and one half percent (1.5%) of the Gross Proceeds of Merchandise sold at the Stores. For purposes of calculating the Base Fee under this Agreement, “Gross Proceeds” means gross receipts from sales of Merchandise during the Sale Term, net of applicable sales taxes.

(2) In addition to the “Base Fee”, Agent may also earn an “Incentive Fee” (together with the Base Fee, the “Merchandise Fee”) equal to the aggregate sum of the percentages shown in the following table, based upon the following “Net Recovery Thresholds” (e.g., in each case, as calculated back to first dollar):”

b) Section E of each Agreement is hereby amended by deleting the table outlining the “Gross Recovery Threshold” and “Agent Incentive Fee” with respect to Amendment 2 ‘Wave 3’ Stores and Amendment 2 ‘Wave 4’ Stores and substituting the following in its place:

Net Recovery Threshold	Agent Incentive Fee
39.0%-39.49%	An additional 0.875% of Net Proceeds
39.50%-39.99%	An additional 1.125% of Net Proceeds
40.00%-40.49%	An additional 1.375% of Net Proceeds
40.50%-40.99%	An additional 1.625% of Net Proceeds
41.00% and above	An additional 1.875% of Net Proceeds

The Agent Incentive Fee referenced above as earned in each case shall be in addition to the Base Fee and shall be calculated back to the first dollar received; provided, that Agent agrees that in no event shall the Agent Incentive Fee with respect to Amendment 2 'Wave 3' Stores and Amendment 2 'Wave 4' Stores exceed \$5,000,000 in the aggregate; provided, further, that any Agent Incentive Fee with respect to any Additional Stores shall be (i) subject to the mutual agreement of Merchant and Agent and (ii) based upon a grid calculated in the same manner as the above grid. For purposes of the Agreements, as amended hereby, "Net Recovery" shall be determined based on the Expenses of the Sale identified in Exhibit C hereto and incorporated herein by reference.

c) Section E of each Agreement is hereby amended by deleting the last full paragraph thereof in its entirety and substituting the following in its place:

"All accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Agent or, with respect to the Additional Goods Fee, Merchant) shall be reconciled on every Wednesday for the prior week and shall be paid within seven (7) days after each such weekly reconciliation. The Parties shall complete a final reconciliation and settlement of all amounts payable to Agent or, with respect to the Additional Agent Goods Fee, Merchant and contemplated by this Agreement (including, without limitation, Expense Budget items, and fees earned hereunder) no later than forty five (45) days following the Sale Termination Date for the last Store."

6. FF&E Disposition. Section I of the Agreements are hereby amended as follows: (i) all references to "Stores" in Section I are hereby deleted and replaced with "Stores, DCs, and corporate office(s)"; (ii) the reference to "twenty-one (21) days" is hereby deleted and replaced with (iii) "seven (7) days"; and (iii) the reference to "ten percent (10%)" is hereby deleted and replaced with "twelve and one-half percent (12.5%)".

7. Additional Agent Goods. Each Agreements are hereby amended by adding new Section S as follows:

"Agent shall have the right to supplement the Merchandise in the Sale at the Stores with additional goods procured by Agent which are of like kind, and no lesser quality to the Merchandise in the Sale at the Stores ("Additional Agent Goods"). The Additional Agent Goods shall be purchased by Agent as part of the Sale, and delivered to the Stores. Sales of Additional Agent Goods shall be run through Merchant's cash register systems; provided, however, that Merchant shall assist with marking, and Agent shall mark the Additional Agent Goods, using either a "dummy" SKU or department number, or in such other manner so as to distinguish the sale of Additional Agent Goods from the sale of Merchandise. Agent and Merchant shall also cooperate so as to ensure that the Additional Agent Goods are marked in such a way that a reasonable consumer could identify the Additional Agent Goods as non-Merchant goods. Additionally, Agent shall provide signage in the Stores notifying customers that the Additional Agent Goods have been included in the Sale.

Consultant shall pay to Merchant an amount equal to seven and one-half percent (7.5%) of the gross proceeds (excluding sales taxes) from the sale of Additional Consultant Goods completed during the Sale Term (the "Additional Consultant Goods Fee"), and Consultant shall retain all remaining amounts from the sale of the Additional Consultant Goods. Any amount due from Agent to Merchant in respect of the sale of Additional Agent Goods in accordance with this Section S shall be paid not later than three (3) Business Days following the parties' completion of each weekly reconciliation with respect to sales of Additional Consultant Goods sold by Consultant during the prior week (or at such other mutually agreed upon time).

Agent and Merchant intend that the transactions relating to the Additional Agent Goods are, and shall be construed as, a true consignment from Agent to Merchant in all respects and not a consignment for security purposes. Subject solely to Agent's obligations to pay to Merchant the Additional Agent Goods Fee, at all times and for all purposes the Additional Agent Goods and their proceeds shall be the exclusive property of Agent, and no other person or entity shall have any claim against any of the Additional Agent Goods or their proceeds. The Additional Agent Goods shall at all times remain subject to the exclusive control of Agent.

Merchant shall insure the Additional Agent Goods and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers. Merchant shall be responsible for payment of any deductible under any such insurance in the event of any casualty affecting the Additional Agent Goods.

Merchant acknowledges, and the Approval Order shall provide, that the Additional Agent Goods shall be consigned to Merchant as a true consignment under Article 9 of the Uniform Commercial Code. Agent is hereby granted a first priority security interest in and lien upon (i) the Additional Agent Goods and (ii) the Additional Agent Goods proceeds, and Agent is hereby authorized to file UCC financing statements and provide notifications to any prior secured parties and which security interest shall be deemed perfected pursuant to the Approval Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that Agent is hereby authorized to deliver all required notices and file all necessary financing statements and amendments thereof under the applicable UCC identifying Agent's interest in the Additional Agent Goods as consigned goods thereunder and the Merchant as the consignee therefor, and Agent's security interest in and lien upon such Additional Agent Goods and Additional Agent Goods proceeds)."

8. Bankruptcy Matters. The Agreements are hereby amended by adding new Section T as follows:

"If Merchant commences one or more cases under Chapter 11 of title 11, United States Code (the "Bankruptcy Code"), with a bankruptcy court (the "Bankruptcy Court"), Merchant shall file a motion to assume this Agreement under section 365 of the Bankruptcy Code as part of its "first day" motions, and utilize its reasonable best efforts to ensure that such motion is approved by an order that provides, among other things, as follows: (i) the payment of all fees and reimbursement of expenses hereunder to Agent is approved without further order of the court and shall be free and clear of all liens, claims and encumbrances; (ii) all such payments of fees and reimbursement of expenses shall be made on a weekly basis without further order of the Bankruptcy Court and otherwise in accordance with this Agreement; (iii) approval of the transaction contemplated hereby; (iv) authorizing the Sale without the necessity of complying with state and local rules, laws, ordinances and regulations,

including, without limitation, permitting and licensing requirements, that could otherwise govern the Sale; (v) authorizing the Sale notwithstanding restrictions in leases, reciprocal easement agreements or other contracts that purport to restrict the Sale or the necessity of obtaining any third party consents; (vi) approve the sale of Additional Agent Goods in accordance with the terms and conditions hereof; and (vii) take all further actions as are necessary or appropriate to carry out the terms and conditions of this Agreement. In such event, any legal action, suit or proceeding arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Bankruptcy Court having jurisdiction over Merchant, and each Party hereby waives any defenses or objections based on lack of jurisdiction, improper venue, and/or *forum non conveniens*. From and after entry of the Approval Order, Agent shall conduct the Sale in accordance with the terms of the Approval Order in all material respects.”

For the avoidance of doubt, the Agreements, as amended by the Amendment to Letter Agreement dated August 26, 2022 (the “First Amendment”) and all prior Work Orders shall continue to govern the Sale at any Stores where such Sale commenced prior to the date of this Second Amendment.

Merchant and Agent mutually agree that, no later than seven (7) days after the Sale Commencement Date, Merchant shall fund an advance to the Agent in an amount equal to the sum of [\$5,500,427] in respect of the Sale Expenses identified in the Amendment 2 “Wave 3” and “Wave 4” Stores Expense Budgets annexed hereto as Exhibit B-1 and B-2, respectively. All other accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Agent) shall be reconciled in accordance with Section E herein. Any portion of the Sale Deposit not used to pay amounts contemplated by the Agreements shall be returned to Merchant (or its designee) within seven (7) business days following the final reconciliation.

The Agent shall be authorized to syndicate the transactions contemplated by the Agreements with Tiger Capital Group, LLC (“Tiger”), Gordon Brothers Retail Partners, LLC (“GBRP”), and B. Riley Retail Solutions, LLC (“B. Riley”); and together with Tiger and GBRP the “Participants”) on terms and conditions mutually agreed upon between the Agent and the Participants. Per the Merchant’s request, Agent and GBRP shall co-lead all aspects of the transactions contemplated by the Agreements from and after the date hereof.

With respect to this Second Amendment, (i) Merchant hereby reaffirms the representations, warranties, and agreements set forth in Section H of the Agreements, and (ii) Agent hereby reaffirms the representations, warranties, and agreements set forth in Section H of the Agreements.

This Amendment, together the Agreements and the First Amendment, all prior amendments, Work Orders, or supplements, and all schedules and exhibits attached hereto and thereto, constitutes a single, integrated written contract expressing the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this Amendment except as specifically set forth in this Amendment or the Agreements.

*[Remainder of Page Intentionally Left Blank;
Signatures Appear Next Page]*

If this Amendment is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to the opportunity to continue working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC,
As Agent (for itself and the Participants)

DocuSigned by:
Ian S. Fredericks
By: 8211DF797AB4402...
Name: Ian S. Fredericks
Its: President

2/12/2023

**AGREED AND ACCEPTED as of the ___ day
of February, 2023:**

MERCHANT:

BED BATH & BEYOND, INC.

DocuSigned by:
Mara Sirhal
By: 44AE07EE019D4D5...
Name: Mara Sirhal
Its: EVP Brand President, Bed Bath & Beyond

BUY BUY BABY, INC.

DocuSigned by:
Patty Wu
By: 77E7A5A06DA5428...
Name: Patty Wu
Its: SVP GM

HARMON STORES, INC., with respect to this Amendment
and as an additional "Merchant" under the BB&B Agreement.

DocuSigned by:
Mara Sirhal
By: 44AE07EE019D4D5...
Name: Mara Sirhal
Its: EVP Brand President, Bed Bath & Beyond

EXHIBIT A

[To be inserted]

Bed Bath & Beyond.2023.Wave 3
Exhibit A-1

Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
35	BBBY-US	ANNAPOLIS	200 Harker Place Suite 200	Annapolis	MD	21401	42,446
59	BBBY-US	HIALEAH	1460 W 49th St	HIALEAH	FL	33012	26,238
64	BBBY-US	WILMETTE	3232 LAKE AVE, SUITE 125	WILMETTE	IL	60091	40,000
65	BBBY-US	FAIRFAX TOWN CENTER	12100 FAIRFAX TOWNE CENTER	FAIRFAX	VA	22033	39,669
69	BBBY-US	BRANDON	320 BRANDON TOWN CENTER DRIVE	BRANDON	FL	33511	40,000
83	BBBY-US	PALM DESERT	72459 HIGHWAY 111	PALM DESERT	CA	92260	39,874
92	BBBY-US	BOCA RATON	20560 STATE ROAD 7	BOCA RATON	FL	33498	41,500
102	BBBY-US	BURLINGTON	3 ABBOTT PARK	BURLINGTON	MA	01803	43,000
106	BBBY-US	CHESAPEAKE	1324 GREENBRIER PARKWAY	CHESAPEAKE	VA	23320	40,484
118	BBBY-US	BUCKHEAD	1 Buckhead Loop	ATLANTA	GA	30326	40,000
125	BBBY-US	BETHEL PARK	1700 OXFORD DRIVE	BETHEL PARK	PA	15102	39,988
150	BBBY-US	BOYNTON BEACH	371 N. CONGRESS AVENUE	BOYNTON BEACH	FL	33426	37,560
165	BBBY-US	BLOOMINGTON	7961 SOUTHTOWN CENTER	BLOOMINGTON	MN	55431	48,820
187	BBBY-US	GENEVA	1584 SOUTH RANDALL ROAD	GENEVA	IL	60134	35,631
190	BBBY-US	CRYSTAL LAKE	5786 NORTHWEST HIGHWAY	CRYSTAL LAKE	IL	60014	40,000
195	BBBY-US	COLUMBUS	3750 EASTON MARKET	COLUMBUS	OH	43219	40,000
216	BBBY-US	VANCOUVER	7809B Vancouver Plaza Dr #102	VANCOUVER	WA	98662	26,909
243	BBBY-US	OLATHE	15335 W. 119TH STREET	OLATHE	KS	66062	31,000
247	BBBY-US	ELMSFORD	251 East Main Street	ELMSFORD	NY	10523	84,450
252	BBBY-US	BRIDGEWATER	155 PROMENADE BOULEVARD	BRIDGEWATER	NJ	08807	40,415
269	BBBY-US	FRANCONIA	6642 LOISDALE ROAD	SPRINGFIELD	VA	22150	37,809
282	BBBY-US	WATERFORD LAKES	397 North Alafaya Trail	ORLANDO	FL	32828	30,616
291	BBBY-US	CORAL SPRINGS	4631 NORTH UNIVERSITY DRIVE	CORAL SPRINGS	FL	33067	30,571
296	BBBY-US	MONTGOMERYVILLE	1261 KNAPP ROAD	North Wales	PA	19454	32,037
312	BBBY-US	Visalia	3125 South Mooney Blvd.	Visalia	CA	93277	25,000
347	BBBY-US	Royal Palm Beach	540 North State Road 7	Royal Palm Beach	FL	33411	30,000
367	BBBY-US	Spartanburg	205 West Blackstock Road	Spartanburg	SC	29301	36,137
383	BBBY-US	Hawthorne	14351 Hindry Avenue	Hawthorne	CA	90250	40,500
389	BBBY-US	Mays Landing	190 Hamilton Commons	Mays Landing	NJ	08330	30,000
390	BBBY-US	Springdale	4350 Summit Plaza Drive	Louisville	KY	40241	30,116
403	BBBY-US	Memphis	870 South White Station Road	Memphis	TN	38117	26,408
406	BBBY-US	West Plano	6400 West Plano Parkway, Suite 125	Plano	TX	75093	25,000
429	BBBY-US	Temple Town Square	2112 SW HK Dodgen Loop	Temple	TX	76504	24,920

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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
460	BBBY-US	Sunset Hills	10770 Sunset Hills Plaza	St Louis	MO	63127	36,140
461	BBBY-US	North Fayette	160 Quinn Drive	Pittsburgh	PA	15275	28,250
467	BBBY-US	Gateway	459 Gateway Drive	Brooklyn	NY	11239	37,734
481	BBBY-US	Lewisville	420 East FM 3040 Suite 300	Lewisville	TX	75067	30,000
484	BBBY-US	Orange Park	6001 24 Argyle Forest Blvd	Jacksonville	FL	32244	25,978
505	BBBY-US	Carlsbad	1905 Calle Barcelona Suite 100	Carlsbad	CA	92009	28,000
517	BBBY-US	North Little Rock	4122 McCain Blvd	North Little Rock	AR	72117	25,500
553	BBBY-US	Bulova	72 15 25th Avenue	East Elmhurst	NY	11370	29,847
555	BBBY-US	Wilton	3064 Route 50	Saratoga Springs	NY	12866	18,430
588	BBBY-US	Chicago Ridge	9650 S Ridgeland Avenue	Chicago Ridge	IL	60415	31,596
621	BBBY-US	Southington	835 Queen Street	Southington	CT	06489	22,877
763	BBBY-US	Raynham	600 South Street West, Suite 13	Raynham	MA	02767	25,398
764	BBBY-US	Park City	1678 W Redstone Center Drive	Park City	UT	84098	21,366
773	BBBY-US	Daphne	6850 US Highway 90 Anchor D	Daphne	AL	36526	20,322
781	BBBY-US	Poughkeepsie	2020 South Road, Suite 3	Poughkeepsie	NY	12601	25,174
785	BBBY-US	Wethersfield	1065 Silas Deane Highway	Wethersfield	CT	06109	35,312
788	BBBY-US	Mt Laurel	8 Centerton Road	Mt. Laurel	NJ	08054	30,200
789	BBBY-US	Monroeville	3739 William Penn Highway	Monroeville	PA	15146	25,312
791	BBBY-US	Forest Park	215 Harlem Avenue	Forest Park	IL	60130	24,809
819	BBBY-US	Carroll County	200 Clifton Blvd	Westminster	MD	21157	23,000
844	BBBY-US	North Dartmouth	458 State Rd, Rt 6, Suite 100	North Dartmouth	MA	02747	27,704
849	BBBY-US	Pittsfield	665 Merrill Rd	Pittsfield	MA	01201	23,573
850	BBBY-US	Sayville	5131 Sunrise Highway	Bohemia	NY	11716	42,000
1023	BBBY-US	Fairfield	2260 Kings Highway	Fairfield	CT	06824	34,267
1025	BBBY-US	Upland	1865 North Campus Avenue, Building #15	Upland	CA	91784	33,000
1027	BBBY-US	Williamsburg	4900 Monticello Ave, Suite 4	Williamsburg	VA	23188	23,133
1039	BBBY-US	Butler	1160 Route 23 North	Kinnelon	NJ	07405	23,500
1043	BBBY-US	Morgantown	395 Target Way	Morgantown	WV	26501	26,427
1047	BBBY-US	4 S Ranch	10537 4S Commons Drive, Suite 170	San Diego	CA	92127	27,045
1052	BBBY-US	Thornton	16531 Washington Street	Thornton	CO	80023	25,175
1063	BBBY-US	Culver City	10822 Jefferson Blvd	Culver City	CA	90230	26,419
1072	BBBY-US	Boise	3615 S. Federal Way	Boise	ID	83705	28,000
1079	BBBY-US	Matawan	1121 Highway 34, Suite A	Matawan	NJ	07747	25,000

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Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
1088	BBBY-US	Wausau	3575 Rib Mountain Drive	Wausau	WI	54401	23,064
1089	BBBY-US	North Chattanooga	5523 Highway 153, Suite 112	Hixson	TN	37343	24,595
1093	BBBY-US	Dedham	820 Providence Highway	Dedham	MA	02026	30,220
1113	BBBY-US	Ocean City	12641 Ocean Gateway Suite 240	Ocean City	MD	21842	23,404
1131	BBBY-US	River City	13221 City Station Drive, Suite 125	Jacksonville	FL	32218	25,000
1132	BBBY-US	Delray Beach	14824 South Military Trail	Delray Beach	FL	33484	25,570
1137	BBBY-US	Las Posas	165 S. Las Posas Rd	San Marcos	CA	92078	28,305
1139	BBBY-US	Folsom	2385 Iron Point Rd	Folsom	CA	95630	35,000
1147	BBBY-US	Loveland	1605 Fall River Drive	Loveland	CO	80538	23,402
1151	BBBY-US	Signal Butte	1834 South Signal Butte Rd	Mesa	AZ	85209	28,042
1174	BBBY-US	Enfield	20 Hazard Avenue	Enfield	CT	06082	24,801
1176	BBBY-US	Glendora	1405 East Gladstone Street	Glendora	CA	91740	30,000
1218	BBBY-US	Iowa City	2515 Corridor Way Suite 5	Coralville	IA	52241	23,028
1230	BBBY-US	Lake Success	1490 Union Turnpike	New Hyde Park	NY	11040	34,363
1311	BBBY-US	Flemington	276 Route 202/31	Flemington	NJ	08822-1759	34,486
1343	BBBY-US	Winchester	2540 S. Pleasant Valley Road	Winchester	VA	22601	25,960
1353	BBBY-US	Apopka	2239 East Semoran Blvd	Apopka	FL	32703	27,860
1395	BBBY-US	Bismarck	1455 East Lasalle Drive	Bismarck	ND	58503	22,731
1413	BBBY-US	Liberty View	850 Third Avenue	Brooklyn	NY	11232	49,731
1431	BBBY-US	Dulles Landing	24670 Dulles Landing Dr Unt150	Dulles	VA	20166-2670	36,016
1436	BBBY-US	Walla Walla	1630 W Poplar Street	Walla Walla	WA	99362	18,400
3014	BABY-US	Henrietta	790 Jefferson Rd., Suite 300	Rochester	NY	14623-3254	29,407
3059	BABY-US	Port Chester	441 Boston Post Road	Port Chester	NY	10573-4738	25,000
3102	BABY-US	Liberty View (Brooklyn)	850 Third Avenue	Brooklyn	NY	11232	23,782
3135	BABY-US	Lewisville	719 Hebron Parkway	Lewisville	TX	75057	30,117
3142	BABY-US	No. Charleston	5930 Rivers Ave	North Charleston	SC	29406	28,200
8002	HARMON-US	Wayne	1595 -1 Route 23 South	Wayne	NJ	07470	6,164
8003	HARMON-US	Valley Ridge	580 Valley Road	Wayne	NJ	07470	5,550
8004	HARMON-US	EAST HANOVER	392 Route 10 West	East Hanover	NJ	07936	5,200
8005	HARMON-US	West Caldwell	36 Clinton Road	West Caldwell	NJ	07006	6,674
8007	HARMON-US	Massapequa	806 Hicksville Road	Massapequa	NY	11758	6,300
8008	HARMON-US	Closter	123 Ver Valen Street	Closter	NJ	07624	5,200
8015	HARMON-US	Hackensack	370 W. Pleasant View Avenue	Hackensack	NJ	07601	6,090

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Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
8016	HARMON-US	Manalapan	357 Route 9 South	Manalapan	NJ	07726	8,429
8018	HARMON-US	Succasunna	275 State Route 10 E. STE 350	Succasunna	NJ	07876	6,000
8020	HARMON-US	PARAMUS	145 Route 4 West	Paramus	NJ	07652	8,350
8022	HARMON-US	Melville	925 Walt Whitman Road, Route 110	Melville	NY	11747	8,730
8023	HARMON-US	Totowa	465 Route 46 West	Totowa	NJ	07512	6,108
8026	HARMON-US	New Rochelle	77 Quaker Ridge Road	New Rochelle	NY	10804	6,760
8027	HARMON-US	Raritan	300 US Highway 202	Raritan	NJ	08869	6,130
8028	HARMON-US	Matawan	359 Route 34 North	Matawan	NJ	07747	6,000
8029	HARMON-US	Plainview	1119 Old Country Road	Plainview	NY	11803	8,088
8030	HARMON-US	Franklin	100 D Route 23 North, Franklin Shopping Center	Franklin	NJ	07416	7,200
8031	HARMON-US	Newton	10 B Route 206 North	Newton	NJ	07860	7,500
8033	HARMON-US	Greenbrook	303 Route 22 East	Greenbrook	NJ	08812	6,500
8035	HARMON-US	Carlstadt	675 Paterson Avenue	Carlstadt	NJ	07072	6,500
8036	HARMON-US	Westfield	335 South Avenue, East	Westfield	NJ	07090	8,527
8037	HARMON-US	Hartsdale	165-171 Central Park Avenue	Hartsdale	NY	10530	6,744
8038	HARMON-US	Yonkers	2131 Central Park Avenue	Yonkers	NY	10710	6,455
8039	HARMON-US	Millburn	720 Morris Turnpike	Short Hills	NJ	07078	8,536
8040	HARMON-US	Shrewsbury	550 Broad Street - Route 35	Shrewsbury	NJ	07702-4139	7,408
8041	HARMON-US	Westwood	700 Broadway, Suite 32	Westwood	NJ	07675	7,060
8043	HARMON-US	Seaview Square	2309-200 Route 66	Ocean	NJ	07712	6,450
8044	HARMON-US	Mineola	530 Jericho Turnpike	Mineola	NY	11501	6,750
8045	HARMON-US	Holmdel	2145 Highway 35 - Holmdel Plaza	Holmdel	NJ	07733	5,825
8049	HARMON-US	WOODBIDGE	675 Route 1 South, Suite 2	Iselin	NJ	08830	5,906
8050	HARMON-US	Poughkeepsie	2600 South Road	Poughkeepsie	NY	12601	5,600
8052	HARMON-US	Clifton	390 Route 3 West	Clifton	NJ	07013	6,000
8053	HARMON-US	BRICK	479 Route 70 East	Brick	NJ	08723	5,850
8054	HARMON-US	Morris Plains	1711 Route 10 East	Morris Plains	NJ	07950	5,600
8055	HARMON-US	East Brunswick	300 Route 18 East	East Brunswick	NJ	08816	5,500
8056	HARMON-US	Nanuet	46 Rockland Plaza / Route 59	Nanuet	NY	10954	5,292
8057	HARMON-US	Carle Place	Carle Place Commons 167 Old Country Road	Carle Place	NY	11514	4,114
8058	HARMON-US	Edgewater	725 River Road	Edgewater	NJ	07020	5,482
8059	HARMON-US	Commack	8 Veterans Memorial Highway	Commack	NY	11725	6,600
8063	HARMON-US	Jupiter	17450 N ALTERNATE A1A STE 101	JUPITER	FL	33477	5,500

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Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
8064	HARMON-US	Chelsea	675 6TH AVENUE	New York	NY	10010-5100	10,500
8066	HARMON-US	DEPTFORD	1765 DEPTFORD CENTER ROAD	Deptford	NJ	08096	5,684
8067	HARMON-US	Liberty View	850 Third Ave.	Brooklyn	NY	11232	10,504
8068	HARMON-US	PASADENA	3609 E Foothill Blvd	Pasadena	CA	91107	6,421
8069	HARMON-US	Boerum Place	245 Atlantic Ave	Brooklyn	NY	11201	6,178
8070	HARMON-US	Gillette	977 Valley Road	Gillette	NJ	07933	5,478
8071	HARMON-US	Summerlin	2315 Summa Drive Suite 110	Las Vegas	NV	89135	6,233
8075	HARMON-US	WEST LOS ANGELES	10561 West Pico Blvd	Los Angelse	CA	90064	6,293
8077	HARMON-US	Broadway	2171 Broadway	New York	NY	10024	9,685
141							22,580

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Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
12	BBBY-US	NORWALK	542 WESTPORT AVENUE	NORWALK	CT	06851	47,581
38	BBBY-US	SAN FRANCISCO	555 9TH STREET	SAN FRANCISCO	CA	94103	73,455
44	BBBY-US	TROY	650 JOHN R. ROAD	TROY	MI	48083	36,400
58	BBBY-US	KING OF PRUSSIA	224 W. DEKALB PIKE	KING OF PRUSSIA	PA	19406	42,101
60	BBBY-US	FAIRLAWN	3750 WEST MARKET ST UNIT K	FAIRLAWN	OH	44333	35,860
80	BBBY-US	DULUTH	3675 SATELLITE BLVD.	DULUTH	GA	30096	29,820
107	BBBY-US	INDEPENDENCE	19950 East Jackson Drive	INDEPENDENCE	MO	64057	33,056
141	BBBY-US	ALAMO	522 Northwest Loop 410, Suite 103	San Antonio	TX	78216	40,015
151	BBBY-US	NORTH KANSAS	8201 N.W. ROANRIDGE ROAD	KANSAS CITY	MO	64151	35,000
176	BBBY-US	SHAWNEE	15400 SHAWNEE MISSION PARKWAY	SHAWNEE	KS	66217	37,827
177	BBBY-US	KNOXVILLE	244 MORRELL ROAD	KNOXVILLE	TN	37919	40,000
186	BBBY-US	YORBA LINDA	23041 SAVI RANCH PKWY	YORBA LINDA	CA	92887	43,000
219	BBBY-US	BRENTWOOD	8340 Eager Road	St Louis	MO	63144	37,868
222	BBBY-US	APPLETON	4721 WEST GRANDE MARKET DRIVE	Appleton	WI	54913	30,040
231	BBBY-US	NORMAN	620 Ed Noble Parkway	NORMAN	OK	73072	23,306
242	BBBY-US	DAVENPORT	4022 EAST 53rd STREET	DAVENPORT	IA	52807	30,914
258	BBBY-US	ELIZABETH	651 KAPKOWSKI ROAD	ELIZABETH	NJ	07201	41,200
265	BBBY-US	MANDEVILLE	3414 HIGHWAY 190 SUITE 2	MANDEVILLE	LA	70471	30,500
283	BBBY-US	BRUNSWICK	197 GOLDEN ISLES PLAZA	BRUNSWICK	GA	31520	25,000
284	BBBY-US	COSTA MESA	3900 SOUTH BRISTOL STREET	SANTA ANA	CA	92704	32,071
288	BBBY-US	WESTLAND	35615 Warren Road	WESTLAND	MI	48185	25,086
290	BBBY-US	NORMAL	1700 EAST COLLEGE AVENUE	NORMAL	IL	61761	30,200
302	BBBY-US	Reading	2771 Paper Mill Road Space D	Wyomissing	PA	19610	30,066
303	BBBY-US	Watchung	1511 US Highway 22 Suite 6	Watchung	NJ	07069	39,684
314	BBBY-US	KENNEWICK	1220 N. Columbia Center Blvd.	Kennewick	WA	99336	31,002
316	BBBY-US	NORTH BRUNSWICK	873 Route 1 South	North Brunswick	NJ	08902	31,841
324	BBBY-US	HAGERSTOWN	17716 Garland Groh Boulevard	Hagerstown	MD	21740	30,000
331	BBBY-US	San Luis Obispo	317 Madonna Road	San Luis Obispo	CA	93405	35,786
335	BBBY-US	Peoria	4800 North University Street	Peoria	IL	61614	31,250
342	BBBY-US	Cedar Rapids	4840 1St Avenue NE	Cedar Rapids	IA	52402	25,056
348	BBBY-US	Marlton	740 Route 73 South	Marlton	NJ	08053	29,850
356	BBBY-US	El Paso	1327 George Dieter Drive	El Paso	TX	79936	30,000
366	BBBY-US	Rochester	40 25th Street SE	Rochester	MN	55904	30,282
369	BBBY-US	Okemos	1982 West Grand River Avenue	Okemos	MI	48864	30,200
379	BBBY-US	West Wichita	2441 N Maize Road Suite 601	Wichita	KS	67205	25,000
395	BBBY-US	Fort Wayne	4020 West Jefferson Blvd.	Fort Wayne	IN	46804	30,439
398	BBBY-US	Shreveport	7070 Youree Drive	Shreveport	LA	71105	30,000
399	BBBY-US	Holland	3050 Beeline Road Suite 30	Holland	MI	49424	19,000
401	BBBY-US	Ramsey	225 Interstate Shopping Center	Ramsey	NJ	07446	25,000
408	BBBY-US	Northglenn	241 West 104th Avenue	Northglenn	CO	80234	25,100
409	BBBY-US	Elk Grove	9145 W Stockton Blvd	Elk Grove	CA	95758	28,212
415	BBBY-US	Kildeer	20505 N Rand Road Suite 100	Kildeer	IL	60047	35,000
420	BBBY-US	Saginaw	4420 Bay Road	Saginaw	MI	48603	31,519
427	BBBY-US	Gastonia	401 Cox Road Suite 105	Gastonia	NC	28054	24,000
438	BBBY-US	Dillon	318 Dillon Ridge Way	Dillon	CO	80435	24,000
440	BBBY-US	Hickory	1835 Catawba Valley Blvd SE	Hickory	NC	28602	30,000
443	BBBY-US	Fairway Plaza	5636 Fairmont Parkway	Pasadena	TX	77505	27,985
444	BBBY-US	Lees Summit	1648 N W Chipman Road	Lee s Summit	MO	64081	28,000
446	BBBY-US	Flint	G 3605 Miller Road	Flint	MI	48507	29,120
453	BBBY-US	Manchester	169B Hale Road	Manchester	CT	06040	30,000
463	BBBY-US	Bellingham	4255 Meridian Street	Bellingham	WA	98226	28,000
464	BBBY-US	North Raleigh	9521 Strickland Road	Raleigh	NC	27615	55,688
471	BBBY-US	Grand Junction	2464 US Highway 6 & 50 Ste 106	Grand Junction	CO	81505	24,864
473	BBBY-US	Cumming	1545 Marketplace Blvd	Cumming	GA	30041	20,000
478	BBBY-US	Corvallis	1725 NW 9th Street	Corvallis	OR	97330	20,000
480	BBBY-US	Melbourne	1555 West New Haven Avenue	West Melbourne	FL	32904	26,194
483	BBBY-US	Lyncroft	3160 Evans Street Suite B	Greenville	NC	27834	20,094
488	BBBY-US	Vacaville	128 Browns Valley Parkway	Vacaville	CA	95688	31,600
515	BBBY-US	Dewitt	3409 Erie Blvd East Suite 150	Dewitt	NY	13214	25,000
519	BBBY-US	Beaumont	3975 Dowlen Road	Beaumont	TX	77706	20,000
520	BBBY-US	Portage	5930 S Westnedge Avenue	Portage	MI	49024	25,000
526	BBBY-US	Purdue	3555 State Road 38 East	LaFayette	IN	47905	21,032
532	BBBY-US	Amherst	1583 Niagara Falls Blvd	Amherst	NY	14228	25,000
533	BBBY-US	Rivergate	2156 Gallatin Road North	Madison	TN	37115	25,715
543	BBBY-US	Largo	10500 Ulmerton Road Suite 310	Largo	FL	33771	24,006
548	BBBY-US	Houma	1636 Martin Luther King Blvd	Houma	LA	70360	18,558
552	BBBY-US	Minnetonka	11240 Wayzata Boulevard	Minnetonka	MN	55305	34,124
554	BBBY-US	Harrisonburg	283 Burgess Road	Harrisonburg	VA	22801	21,322

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Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
565	BBBY-US	Lincoln Square	1932 Broadway	New York	NY	10023	65,000
574	BBBY-US	ISSAQUAH	775 NW Gilman Blvd Suite C1	Issaquah	WA	98027	24,909
576	BBBY-US	East Mentor	9700 Mentor Avenue	Mentor	OH	44060	24,984
580	BBBY-US	Lake Charles	1768 W Prien Lake Road	Lake Charles	LA	70601	20,000
582	BBBY-US	Monroe	4239 Pecanland Mall Drive	Monroe	LA	71203	20,000
584	BBBY-US	Sangamon	3251 S Veterans Parkway	Springfield	IL	62704	21,944
587	BBBY-US	Chico	2101 Martin Luther King Parkway, Suite 20	Chico	CA	95928	25,000
590	BBBY-US	Mobile	3250 Airport Blvd Suite 100	Mobile	AL	36606	24,565
594	BBBY-US	East Madison	4275 Lien Road	Madison	WI	53704	25,000
596	BBBY-US	The Columns	1081 Vann Drive Suite 107	Jackson	TN	38305	20,000
607	BBBY-US	Ridge Park	4766 Ridge Road	Brooklyn	OH	44144	24,150
630	BBBY-US	Roanoke	1421 Towne Square Blvd NW	Roanoke	VA	24012	22,272
757	BBBY-US	Cranberry	20111 Route 19 Suite 12	Cranberry Township	PA	16066	23,634
770	BBBY-US	East Northport	3083 Jericho Turnpike	East Northport	NY	11731	33,983
778	BBBY-US	Sherman	3710 Town Center Street	Sherman	TX	75092	18,000
779	BBBY-US	East Columbia	6090 Garners Ferry Road, Suite C	Columbia	SC	29209	25,000
790	BBBY-US	Las Cruces	2200 East Lohman Avenue	Las Cruces	NM	88001	23,163
801	BBBY-US	Tupelo	3938 N. Gloster Street Suite E.	Tupelo	MS	38804	23,000
803	BBBY-US	Texarkana	4248 St Michael Drive	Texarkana	TX	75503	20,000
804	BBBY-US	Upper Arlington	1717 West Lane Avenue Unit D2	Upper Arlington	OH	43221	25,624
805	BBBY-US	Germantown	12940 Middlebrook Road	Germantown	MD	20874	28,006
807	BBBY-US	Frye Road	3445 West Frye Road	Chandler	AZ	85226-5008	26,998
815	BBBY-US	Valparaiso	91 Silhavy Road	Valparaiso	IN	46383	23,094
829	BBBY-US	Newburgh	1399 Route #300	Newburgh	NY	12550	24,600
834	BBBY-US	Hermitage	4646 Lebanon Pike	Hermitage	TN	37076	23,085
843	BBBY-US	West Babylon	825 West Montauk Highway	West Babylon	NY	11704	29,875
845	BBBY-US	Victoria	7808 Zac Lentz Parkway	Victoria	TX	77904	23,000
848	BBBY-US	Topeka	1900 B Southwest Wanamaker Road	Topeka	KS	66604	30,116
1001	BBBY-US	Pearland	2750 Smith Ranch Road	Pearland	TX	77584	25,000
1019	BBBY-US	Ikea Drive	300 Ikea Drive, Suite #10	Paramus	NJ	07652-1253	60,000
1022	BBBY-US	Alamance	1463 University Drive	Burlington	NC	27215	22,684
1034	BBBY-US	North Attleborough	1360 South Washington Street, Unit #4	North Attleboro	MA	02760	32,000
1040	BBBY-US	Manahawkin	205 Route 72 West	Manahawkin	NJ	08050	22,585
1045	BBBY-US	Alexandria	7690 B Richmond Highway	Alexandria	VA	22306	25,000
1050	BBBY-US	Promenade Mall	5352 East Skelly Drive	Tulsa	OK	74135	29,400
1062	BBBY-US	Paducah	5187 Hinkleville Road, Suite B	Paducah	KY	42001	23,000
1065	BBBY-US	Joplin	409 South Geneva Avenue	Joplin	MO	64801	22,813
1074	BBBY-US	Glenwood Springs	115 East Meadows Dr	Glenwood Springs	CO	81601	23,000
1078	BBBY-US	Downey	12060 Lakewood Blvd.	Downey	CA	90242	30,413
1090	BBBY-US	Leominster	76 Orchard Hill Park Drive	Leominster	MA	01453	26,708
1111	BBBY-US	Henrietta	720 Jefferson Rd	Rochester	NY	14623	29,592
1134	BBBY-US	Aiken	339 Fabian Drive	Aiken	SC	29803	23,000
1135	BBBY-US	Mechanicsburg	6416 Carlisle Pike, Suite 2700	Mechanicsburg	PA	17050	29,983
1145	BBBY-US	BLOOMINGTON	731 College Mall Road South	Bloomington	IN	47401	25,000
1153	BBBY-US	Topsham	147 Bath Road Suite A170	Brunswick	ME	04011-1430	22,267
1168	BBBY-US	Helena	2027 Cromwell Dixon Lane	Helena	MT	59601	20,000
1170	BBBY-US	Lake Lanier	1025 Dawsonville Highway	Gainesville	GA	30501	26,674
1183	BBBY-US	Dothan	4863 Montgomery Highway Suite 200	Dothan	AL	36303	23,403
1193	BBBY-US	Rainbow & Arroyo	7175 Arroyo Crossing Parkway	Las Vegas	NV	89113	35,000
1194	BBBY-US	TriBeCa	270 Greenwich St	New York	NY	10007	32,000
1198	BBBY-US	Bristol	442 Pinnacle Parkway	Bristol	TN	37620	23,400
1199	BBBY-US	Beaumont	1642 E. 2nd Street Marketplace	Beaumont	CA	92223	25,000
1216	BBBY-US	Casper	601 SE Wyoming Blvd., Suite 1124	Casper	WY	82609	20,436
1222	BBBY-US	Moscow	1966 Pullman Road	Moscow	ID	83843	23,683
1225	BBBY-US	Cheyenne	5214 Rue Terre	Cheyenne	WY	82009	22,732
1239	BBBY-US	Weatherford	225 Adams Drive Suite 235	Weatherford	TX	76086	20,400
1242	BBBY-US	Noblesville	14139 Town Center Boulevard Suite 800	Noblesville	IN	46060	25,078
1247	BBBY-US	Eastchase	7971 Eastchase Parkway	Montgomery	AL	36117	28,000
1262	BBBY-US	SE Fort Worth	1551 North US Hwy 287 Suite 701	Mansfield	TX	76063	23,400
1273	BBBY-US	West Tulsa	7410 South Olympia Avenue	Tulsa	OK	74132	25,000
1275	BBBY-US	Fort Smith	3955 Phoenix Avenue	Fort Smith	AR	72903	23,400
1278	BBBY-US	Moore	2150 S. Service Road	Moore	OK	73160	23,400
1284	BBBY-US	Opelika	2746 Enterprise Drive	Opelika	AL	36801	23,400
1285	BBBY-US	Hot Springs	1454 Higdon Ferry Rd	Hot Springs	AR	71913	23,400
1294	BBBY-US	Plaistow	58 Plaistow Road	Plaistow	NH	03865	23,050
1302	BBBY-US	CANTON	1810 Cumming Highway Suite 850	Canton	GA	30115	23,391
1316	BBBY-US	Hadley	337 Russell Street	Hadley	MA	01035	26,170
1320	BBBY-US	Amherst Crossing	123 Route 101A #E	Amherst	NH	03031	20,327

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Store List							
Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
1339	BBBY-US	Medford	1600 North Riverside Ave	Medford	OR	97501	29,853
1342	BBBY-US	Columbia	205 North Stadium Blvd	Columbia	MO	65203	28,122
1346	BBBY-US	Victor	20 Square Dr.	Victor	NY	14564	28,753
1350	BBBY-US	Clarksville	2829 Wilma Rudolph Blvd	Clarksville	TN	37040	23,632
1356	BBBY-US	Roseville	2480 North Fairview Avenue	Roseville	MN	55113	26,500
1374	BBBY-US	Kenosha	7450 Green Bay Road Suite A	Kenosha	WI	53142	25,000
1375	BBBY-US	Grand Island	3416 W State Street	Grand Island	NE	68803	20,142
1387	BBBY-US	California	23415 Three Notch Road, Unit 9-B	California	MD	20619	23,400
1404	BBBY-US	Sioux City	5751 Sunnybrook Drive	Sioux City	IA	51106	20,009
1414	BBBY-US	Hudson	17 Highland Commons East	Hudson	MA	01749	24,660
1417	BBBY-US	Guilford	1919 Boston Post Rd Suite 310	Guilford	CT	06437	20,890
1451	BBBY-US	Clackamas	12535 SE 82nd Ave., Suite A	Clackamas	OR	97015	42,842
1901	BBBY-US	Kip's Bay	460 3rd Ave	New York	NY	10016	23,200
149							28,007

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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
1	BBBY-US	SPRINGFIELD	715 MORRIS Turnpike	SPRINGFIELD	NJ	07081	47,640
8	BBBY-US	CANOGA PARK	6530 CANOGA AVENUE	CANOGA PARK	CA	91303	42,050
20	BBBY-US	WEST LOS ANGELES	11854 West Olympic Boulevard	Los Angeles	CA	90064-1100	63,000
24	BBBY-US	SANTA ROSA	2785 SANTA ROSA AVE	SANTA ROSA	CA	95407	35,000
25	BBBY-US	STUDIO CITY	12555 VENTURA BLVD	STUDIO CITY	CA	91604	29,844
26	BBBY-US	OAKLAND	590 2ND STREET	OAKLAND	CA	94607	18,793
27	BBBY-US	CHERRY HILL	2130 Marlton Pike W, Suite D	Cherry Hill	NJ	08002	38,012
29	BBBY-US	FALLS CHURCH	5810 CROSSROADS CENTER WAY	FALLS CHURCH	VA	22041	36,000
31	BBBY-US	SAN DIEGO	1750 CAMINO DEL RIO NORTH	SAN DIEGO	CA	92108	77,925
32	BBBY-US	DEERFIELD	96 SOUTH WAUKEGAN ROAD	DEERFIELD	IL	60015	47,000
33	BBBY-US	ROCKVILLE	1519 ROCKVILLE PIKE	ROCKVILLE	MD	20852	50,204
37	BBBY-US	LAKE GROVE	2045 Smith Haven Plaza	Lake Grove	NY	11755	64,776
40	BBBY-US	ALBANY	32 WOLF ROAD	ALBANY	NY	12205	38,500
42	BBBY-US	MANHATTAN	620 6TH AVENUE	NEW YORK	NY	10011	92,025
45	BBBY-US	HOUSTON 45	17355 Tomball Parkway Suite 1J	Houston	TX	77064	44,998
46	BBBY-US	DADELAND	8380 SOUTH DIXIE HIGHWAY	MIAMI	FL	33143	60,000
47	BBBY-US	TUCSON	4811 E. GRANT ROAD, Suite 131	TUCSON	AZ	85712	36,518
49	BBBY-US	STERLING HEIGHTS	12020 HALL ROAD	STERLING HEIGHTS	MI	48313	42,609
51	BBBY-US	WEBSTER	19801 GULF FREEWAY, SUITE 1000	WEBSTER	TX	77598	53,829
52	BBBY-US	COLUMBIA 52	9021 SNOWDEN RIVER PARKWAY	COLUMBIA	MD	21046	40,055
53	BBBY-US	DOWNERS GROVE	1548 BUTTERFIELD ROAD	DOWNERS GROVE	IL	60515	73,572
54	BBBY-US	WESTLAKE	30083 DETROIT ROAD	WESTLAKE	OH	44145	29,963
55	BBBY-US	WEST PALM BEACH	1875 Palm Beach Lakes Blvd A05	WEST PALM BEACH	FL	33401	32,400
61	BBBY-US	PLANO	801 WEST 15TH STREET, SUITE D	PLANO	TX	75075	43,988
63	BBBY-US	LINCOLN PARK	1800 N. CLYBOURN AVE., SUITE A	CHICAGO	IL	60614	32,972
66	BBBY-US	KENNESAW	840 ERNEST BARRETT PKWY Ste170	KENNESAW	GA	30144	35,000
67	BBBY-US	ADDISON	13900 Dallas Parkway	DALLAS	TX	75240	54,337
68	BBBY-US	DENVER 68	370 S Colorado Blvd	Glendale	CO	80246	44,997
82	BBBY-US	DALLAS	8005 Park Lane	DALLAS	TX	75231	53,500
86	BBBY-US	TULSA	10011 East 71st Street	TULSA	OK	74133	42,000
87	BBBY-US	OVERLAND PARK	12035 METCALF	OVERLAND PARK	KS	66213	50,028
88	BBBY-US	HOUSTON 88	10515 KATY FREEWAY,SUITE A	HOUSTON	TX	77024	47,900
97	BBBY-US	AUSTIN 97	5400 BRODIE LANE SUITE 300	AUSTIN	TX	78745	42,098

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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
98	BBBY-US	BIRMINGHAM	1771 MONTGOMERY HIGHWAY	HOOVER	AL	35244	38,297
99	BBBY-US	CARROLLWOOD	13123 NORTH DALE MABRY HIGHWAY	TAMPA	FL	33618	35,931
101	BBBY-US	RANCHO CUCAMONGA	11530 4th Street Suite 120	Rancho Cucamonga	CA	91730	26,000
103	BBBY-US	ALPHARETTA	6050 North Point Parkway	Alpharetta	GA	30022	39,999
108	BBBY-US	ROCKFORD	6309 EAST STATE STREET	ROCKFORD	IL	61108	35,800
110	BBBY-US	CHARLOTTESVILLE	975A NORTH EMMET STREET	CHARLOTTESVILLE	VA	22903	36,450
111	BBBY-US	ALBUQUERQUE	2451 San Mateo Blvd NE Suite D	ALBUQUERQUE	NM	87110	30,162
114	BBBY-US	VIRGINIA BEACH	220 CONSTITUTION DRIVE	VIRGINIA BEACH	VA	23462	37,500
116	BBBY-US	HUMBLE	20514 HIGHWAY 59 N.	HUMBLE	TX	77338	35,000
119	BBBY-US	CANTON	6725 STRIP AVENUE NW	NORTH CANTON	OH	44720	40,000
121	BBBY-US	WOLFCHASE	2810 GERMANTOWN PARKWAY	MEMPHIS	TN	38133	40,000
124	BBBY-US	CARY	405 CROSS ROADS BOULEVARD	CARY	NC	27518	43,000
126	BBBY-US	STAFFORD	12520 FOUNTAIN LAKE CIRCLE	STAFFORD	TX	77477	36,000
127	BBBY-US	SANTA CLARA	5201 STEVENS CREEK BLVD.	SANTA CLARA	CA	95051	40,000
128	BBBY-US	NAPLES	5351 N. AIRPORT ROAD	NAPLES	FL	34109	44,777
129	BBBY-US	ARLINGTON	4000 Retail Connection Way, Suite 101	ARLINGTON	TX	76018	30,000
132	BBBY-US	MADISON	215 JUNCTION ROAD	MADISON	WI	53717	35,345
133	BBBY-US	NAPERVILLE	336 S Rt 59	NAPERVILLE	IL	60540	32,744
134	BBBY-US	HUEBNER OAKS	11745 IH 10 WEST SUITE 750	SAN ANTONIO	TX	78230	35,009
135	BBBY-US	REGO PARK	96-05 QUEENS BOULEVARD	REGO PARK	NY	11374	45,997
136	BBBY-US	PORTLAND	16800 SOUTHWEST 72nd AVENUE	TIGARD	OR	97224	36,000
137	BBBY-US	DENVER WEST VILLAGE	14383 WEST COLFAX AVENUE	GOLDEN	CO	80401	36,273
138	BBBY-US	THOUSAND OAKS	121 SOUTH WESTLAKE BLVD	THOUSAND OAKS	CA	91362	35,000
139	BBBY-US	OCEANSIDE	2120 VISTA WAY	OCEANSIDE	CA	92054	38,008
147	BBBY-US	BALLWIN	141 Highlands Boulevard Drive	Manchester	MO	63011	35,000
148	BBBY-US	MOUNTAIN BROOK	313 SUMMIT BOULEVARD	BIRMINGHAM	AL	35243	30,056
149	BBBY-US	BRAINTREE	400 GROSSMAN DRIVE	BRAINTREE	MA	02184	35,963
154	BBBY-US	SOUTHSIDE	8801-1 SOUTHSIDE BOULEVARD	JACKSONVILLE	FL	32256	35,000
155	BBBY-US	AUGUSTA	221 ROBERT C. DANIEL, JR. PKWY	AUGUSTA	GA	30909	37,500
156	BBBY-US	HENRICO	10050 WEST BROAD STREET	GLEN ALLEN	VA	23060	40,000
157	BBBY-US	MID-RIVERS	281 MID RIVERS MALL DRIVE	ST. PETERS	MO	63376	38,843
159	BBBY-US	EAST HANOVER	180 ROUTE 10 WEST	EAST HANOVER	NJ	07936	50,182
160	BBBY-US	WOODBIDGE	675 US Highway 1S, Suite 5	ISELIN	NJ	08830-3125	34,000

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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
164	BBBY-US	OKLAHOMA CITY	2848 NW 63rd STREET	OKLAHOMA CITY	OK	73116	40,739
166	BBBY-US	ROSEVILLE 166	30801 GRATOIT ROAD	ROSEVILLE	MI	48066	44,500
169	BBBY-US	WALDORF	3270 CRAIN HIGHWAY	WALDORF	MD	20603	36,424
172	BBBY-US	NEWPORT NEWS	12132 A JEFFERSON AVENUE	NEWPORT NEWS	VA	23602	41,929
173	BBBY-US	DUBLIN	4882 DUBLIN BLVD	DUBLIN	CA	94568	35,472
178	BBBY-US	ST. PETERSBURG	2060 66th Street North	St. Petersburg	FL	33710	36,926
181	BBBY-US	WILLISTON	115 TRADER LANE	WILLISTON	VT	05495	40,000
183	BBBY-US	PASADENA	3341 EAST FOOTHILL BLVD	PASADENA	CA	91107	40,000
188	BBBY-US	FREDERICK	5413 URBANA PIKE	FREDERICK	MD	21704	38,700
189	BBBY-US	CHANDLER	850 N. 54TH STREET	CHANDLER	AZ	85226	32,713
192	BBBY-US	MIDLOTHIAN	11609 MIDLOTHIAN TURNPIKE	MIDLOTHIAN	VA	23113	40,000
194	BBBY-US	FT. COLLINS	110 W. TROUTMAN PARKWAY	FT. COLLINS	CO	80525	50,695
196	BBBY-US	TOWSON	1238 PUTTY HILL AVENUE Suite 1	TOWSON	MD	21286	36,990
197	BBBY-US	AVENTURA	19205 BISCAYNE BLVD	AVENTURA	FL	33180	45,000
199	BBBY-US	COLUMBIA 199	136 HARBISON BLVD	COLUMBIA	SC	29212	40,800
200	BBBY-US	N. COLORADO SPRINGS	1790 EAST WOODMEN ROAD	COLORADO SPRINGS	CO	80920	38,000
202	BBBY-US	GRAND RAPIDS	4901 28TH STREET, SE	GRAND RAPIDS	MI	49512	40,000
204	BBBY-US	OLON	6025 KRUSE DRIVE SUITE 123	OLON	OH	44139	40,000
207	BBBY-US	DEPTFORD	1755 Deptford Center Road	Deptford	NJ	08096	38,094
208	BBBY-US	RENO	4983 S VIRGINIA STREET	RENO	NV	89502	35,185
211	BBBY-US	LINCOLN	2960 PINE LAKE ROAD SUITE A	LINCOLN	NE	68516	35,000
213	BBBY-US	JENSEN BEACH	2450 NW FEDERAL HIGHWAY	STUART	FL	34994	34,900
214	BBBY-US	CLEARWATER	23676 US HWY 19 NORTH	CLEARWATER	FL	33765	33,330
215	BBBY-US	MISHAWAKA	5802 GRAPE RD, SUITE B	MISHAWAKA	IN	46545	38,042
224	BBBY-US	BRICK	51 CHAMBERSBRIDGE ROAD	BRICK	NJ	08723	35,000
225	BBBY-US	FRESNO	7497 N. BLACKSTONE AVENUE	FRESNO	CA	93720	36,725
227	BBBY-US	JENKINTOWN	905 OLD YORK ROAD	JENKINTOWN	PA	19046	44,280
228	BBBY-US	LITTLE ROCK	12309 CHENAL PARKWAY SUITE A	LITTLE ROCK	AR	72211	37,813
233	BBBY-US	ARROWHEAD	7340 WEST BELL ROAD	GLENDALE	AZ	85308	38,000
235	BBBY-US	SARASOTA	6567 S. TAMiami TRAIL	SARASOTA	FL	34231	40,000
236	BBBY-US	DAYTONA BEACH	2500 W. INTERNTL SPEEDWAY BLVD	DAYTONA BEACH	FL	32114	34,945
237	BBBY-US	MT. PLEASANT	1744 TOWNE CENTRE WAY	MT. PLEASANT	SC	29464	34,560
245	BBBY-US	GAINESVILLE	6855 NEWBERRY ROAD	GAINESVILLE	FL	32605	30,500

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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
248	BBBY-US	BATON ROUGE	10505 South Mall Drive	Baton Rouge	LA	70809	35,017
250	BBBY-US	LYNNWOOD	3115 196th Street, SW	LYNNWOOD	WA	98036	30,000
251	BBBY-US	ALLENTOWN	1223 WHITEHALL MALL	WHITEHALL	PA	18052	43,971
254	BBBY-US	MODESTO	3900 SISK ROAD	MODESTO	CA	95356	29,926
255	BBBY-US	MILL CREEK	1705 Mall of Georgia Blvd, Suite 4	BUFORD	GA	30519	33,889
260	BBBY-US	WESTBURY	950 Merchants Concourse	WESTBURY	NY	11590	54,239
261	BBBY-US	PLEASANT HILL	15 CRESCENT DRIVE	PLEASANT HILL	CA	94523	35,877
266	BBBY-US	EATONTOWN	92 ROUTE 36	EATONTOWN	NJ	07724	35,750
268	BBBY-US	ASHEVILLE	83G South Tunnel Road	Asheville	NC	28805	38,772
271	BBBY-US	Harrisburg	5125 Jonestown Road Suite 425	Harrisburg	PA	17112	30,054
272	BBBY-US	KATY MILLS	24600 Katy Fwy Suite 100	KATY	TX	77494	38,000
273	BBBY-US	PALM BEACH GARDENS	2410 PGA BOULEVARD	PALM BEACH GARDENS	FL	33410	37,525
275	BBBY-US	MISSION VIEJO	25732 EL PASEO	MISSION VIEJO	CA	92691	35,000
278	BBBY-US	FAYETTEVILLE	3816 NORTH MALL AVENUE	FAYETTEVILLE	AR	72703	30,000
279	BBBY-US	SW DENVER 279	7421 WEST BOWLES AVENUE STE 1	LITTLETON	CO	80123-3096	35,000
285	BBBY-US	Fort Myers	13499 S Cleveland Ave Suite200	Fort Myers	FL	33907	30,587
289	BBBY-US	MIDDLETOWN	1115 Route 35	MIDDLETOWN	NJ	07748	35,843
292	BBBY-US	OREM	50 West 1300 South	Orem	UT	84058	37,102
293	BBBY-US	LOUISVILLE	996 BRECKINRIDGE LANE	LOUISVILLE	KY	40207	34,953
294	BBBY-US	SUGARHOUSE	1169 WILMINGTON AVENUE	SALT LAKE CITY	UT	84106	18,395
295	BBBY-US	BEVERLY HILLS	31535 Southfield Road	Beverly Hills	MI	48025	41,093
298	BBBY-US	HILTON HEAD	1460 FORDING ISLAND ROAD ST100	BLUFFTON	SC	29910	24,710
301	BBBY-US	Rookwood	2719 Edmondson Road	Cincinnati	OH	45209	33,375
305	BBBY-US	ROUND ROCK	2701-A Parker Road Suite 400	Round Rock	TX	78681	30,500
307	BBBY-US	Roseville 307	1120 Galleria Blvd Suite 140	Roseville	CA	95678	49,132
309	BBBY-US	CHARLOTTE	9559 South Boulevard	Charlotte	NC	28273	37,000
311	BBBY-US	SIMSBURY	532 Bushy Hill Road	Simsbury	CT	06070	30,321
313	BBBY-US	ATHENS	1791 Oconee Connector Suite350	ATHENS	GA	30606	24,000
315	BBBY-US	Daly City	303 Gellert Boulevard	Daly City	CA	94015	33,030
317	BBBY-US	WINSTON-SALEM	1020 Hanes Mall Blvd.	Winston Salem	NC	27103	37,153
318	BBBY-US	MIDLAND	3001-A101 West Loop 250 North	Midland	TX	79705	27,426
319	BBBY-US	EUGENE	95 Oakway Center	Eugene	OR	97401	30,013
321	BBBY-US	LAFAYETTE	3617 Ambassador Caffery	Lafayette	LA	70503	42,749

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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
326	BBBY-US	WICHITA	2750 N Greenwich Ct	Wichita	KS	67226	37,922
327	BBBY-US	JOHNSON CITY	3211 People Street Suite 25	Johnson City	TN	37604	24,925
328	BBBY-US	Fargo	4340 13th Avenue SW	Fargo	ND	58103	30,000
330	BBBY-US	Fort Worth	4931 Overton Ridge Boulevard	Ft. Worth	TX	76132	35,177
333	BBBY-US	Meridian	1350 North Eagle Road	Meridian	ID	83642	38,146
336	BBBY-US	Newtown	20 West Road	Newtown	PA	18940	30,000
337	BBBY-US	The Waterfront	490 Waterfront Drive East	Homestead	PA	15120	38,000
338	BBBY-US	Broadmoor	2180 Southgate Road	Colorado Springs	CO	80906	30,529
339	BBBY-US	Cool Springs	545 Cool Springs Boulevard	Franklin	TN	37067	40,000
341	BBBY-US	Southlake	2930 East Southlake Blvd.	Southlake	TX	76092	30,000
349	BBBY-US	Greenville	1117 Woodruff Road Suite D	Greenville	SC	29607	35,000
350	BBBY-US	Danvers	180 Endicott Street	Danvers	MA	01923	36,192
352	BBBY-US	Amarillo	3000 Soncy Road	Amarillo	TX	79124	30,000
358	BBBY-US	Youngstown	550 Boardman Poland Road	Youngstown	OH	44512	30,000
359	BBBY-US	Davie	1801 S University Drive	Davie	FL	33324	28,170
362	BBBY-US	Spokane	5628 N Division Street	Spokane	WA	99207	36,692
363	BBBY-US	Greenwood	723 US 31 North Suite A	Greenwood	IN	46142	33,208
364	BBBY-US	Taylor	23871 Eureka Road	Taylor	MI	48180	30,350
365	BBBY-US	Bangor	490 Stillwater Avenue	Bangor	ME	04401	27,905
368	BBBY-US	Novi	43610 West Oaks Drive	Novi	MI	48377	33,220
370	BBBY-US	Saw Mill	3708 W Dublin Grandville Road	Columbus	OH	43235	40,075
371	BBBY-US	Tukwila	400 Strander Blvd	Tukwila	WA	98188	45,633
372	BBBY-US	Warwick	1500 Bald Hill Road Suite B	Warwick	RI	02886	41,878
375	BBBY-US	Evansville	280 North Green River Road	Evansville	IN	47715	31,675
377	BBBY-US	Wilkes Barre	435 Arena Hub Plaza	Wilkes-Barre	PA	18702	30,057
378	BBBY-US	Rochester Hills	1242 South Rochester Road	Rochester Hills	MI	48307	38,243
380	BBBY-US	Salem	265 South Broadway, Suite 4	Salem	NH	03079	25,918
384	BBBY-US	Hollywood	1557 Vine Street	Hollywood	CA	90028	30,054
385	BBBY-US	East Boca	1400C Glades Road	Boca Raton	FL	33431	23,232
388	BBBY-US	Tallahassee	1574 Governors Square Blvd.	Tallahassee	FL	32301	35,000
393	BBBY-US	Dulles	45575 Dulles Eastern Plaza STE 154	Dulles	VA	20166	35,000
394	BBBY-US	Yonkers	2141 Central Park Avenue	Yonkers	NY	10710	40,000
400	BBBY-US	Destin	4441 Commons Drive East	Destin	FL	32541	34,273

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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
402	BBBY-US	Greendale	5445 South 76th Street	Greendale	WI	53129	33,014
404	BBBY-US	Frisco	2930 Preston Road Suite 400	Frisco	TX	75034	35,000
405	BBBY-US	Huntsville	6888 Governors West	Huntsville	AL	35806	30,000
407	BBBY-US	Bakersfield	5000 Stockdale Highway	Bakersfield	CA	93309	30,500
412	BBBY-US	Seal Beach	12390 Seal Beach Blvd	Seal Beach	CA	90740	27,060
414	BBBY-US	Apple Valley	14910 Florence Trail	Apple Valley	MN	55124	30,339
417	BBBY-US	Puyallup	4102 D South Meridian Street	Puyallup	WA	98373	32,920
418	BBBY-US	Wilmington	352 South College Rd Unit 10B	Wilmington	NC	28403	30,405
422	BBBY-US	Henderson	621 Marks Street	Henderson	NV	89014	29,990
424	BBBY-US	Port Charlotte	18700 Veterans Blvd Unit 14	Port Charlotte	FL	33954	24,971
426	BBBY-US	Onslow	1305 Western Blvd	Jacksonville	NC	28546	23,000
428	BBBY-US	Clive	11101 University Ave Suite A	Clive	IA	50325	35,035
430	BBBY-US	Northwoods	1730 N Loop 1604 E Suite 107	San Antonio	TX	78232	30,256
431	BBBY-US	Tanasbourne	18043 NW Evergreen Parkway	Hillsboro	OR	97006	34,487
432	BBBY-US	Exton	108 Bartlett Avenue	Exton	PA	19341	34,571
433	BBBY-US	South Portland	200 Running Hill Road Suite 4	South Portland	ME	04106	30,448
435	BBBY-US	Matthews	10530 Northeast Parkway	Matthews	NC	28105	25,000
436	BBBY-US	Aurora	5560 South Parker Road	Aurora	CO	80015	34,980
437	BBBY-US	Anderson Station	146 Station Drive	Anderson	SC	29621	22,398
439	BBBY-US	Crofton	2382 Brandermill Blvd Suite102	Gambrills	MD	21054	28,000
442	BBBY-US	Kirby	3102 Kirby Drive	Houston	TX	77098	31,000
449	BBBY-US	Warrington	1015 Main Street	Warrington	PA	18976	33,808
450	BBBY-US	AUBURN	366 Southbridge Street	Auburn	MA	01501	22,325
454	BBBY-US	Fort Lauderdale	2701 N Federal Highway	Fort Lauderdale	FL	33306	34,500
456	BBBY-US	Maple Grove	7950 Wedgewood Lane N	Maple Grove	MN	55369	29,706
462	BBBY-US	Centerville	6142 Wilmington Pike	Dayton	OH	45459	28,105
470	BBBY-US	Columbus Park	5555 Whittlesey Blvd Ste 1400	Columbus	GA	31909	25,000
475	BBBY-US	Torrance	2595 Pacific Coast Highway	Torrance	CA	90505	39,061
476	BBBY-US	West Nashville	7657 Highway 70 South Suite112	Nashville	TN	37221	20,060
477	BBBY-US	Route 46	545 Route 46	Totowa	NJ	07512	59,847
482	BBBY-US	Woodbury	8250 Tamarack Village	Woodbury	MN	55125	29,530
485	BBBY-US	Best In The West	2100 N Rainbow Blvd Suite 110	Las Vegas	NV	89108	28,337
486	BBBY-US	Skokie	5545 W Touhy Avenue	Skokie	IL	60077	36,500

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Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
487	BBBY-US	Hyannis	65 Independence Drive	Hyannis	MA	02601	36,570
490	BBBY-US	Primrose	3308 S Glenstone Avenue	Springfield	MO	65804	30,050
492	BBBY-US	Metairie	4410 Veterans Memorial Blvd	Metairie	LA	70006	52,053
497	BBBY-US	Mc Donough	1898 Jonesboro Road	McDonough	GA	30253	19,978
502	BBBY-US	Corpus Christi	4717 S Padre Island Dr Suite F	Corpus Christi	TX	78411	26,300
503	BBBY-US	Summerlin Center	2315 Summa Drive #180	Las Vegas	NV	89135	32,064
504	BBBY-US	Woodlands	1560 Lake Woodlands Drive	The Woodlands	TX	77380	34,929
507	BBBY-US	Sands	3640 Long Beach Road	Oceanside	NY	11572	37,236
514	BBBY-US	Mesquite	2705 N Mesquite Drive	Mesquite	TX	75150	25,378
518	BBBY-US	Vero Beach	6150 20th Street	Vero Beach	FL	32966	21,843
523	BBBY-US	Ocala	2701 SW College Road Suite 400	Ocala	FL	34474	20,000
524	BBBY-US	Santa Fe	4250 Cerrillos Road Suite 1214	Santa Fe	NM	87507	25,000
525	BBBY-US	Pensacola	5450 N 9th Avenue	Pensacola	FL	32504	28,585
529	BBBY-US	Savannah	7400 Abercorn Street Suite 201	Savannah	GA	31406	35,005
535	BBBY-US	Mc Allen	620 E Expressway 83	Mc Allen	TX	78503	31,647
538	BBBY-US	Riverside	3700 Tyler Street Suite 14	Riverside	CA	92503	30,248
539	BBBY-US	Redwood City	1950 El Camino Real	Redwood City	CA	94063	25,000
540	BBBY-US	Capitola	3555 Clares Street Suite J	Capitola	CA	95010	24,380
542	BBBY-US	Nashua	261 Daniel Webster HWY Unit 1	Nashua	NH	03060	37,857
544	BBBY-US	Edmond	412 S Bryant Avenue	Edmond	OK	73034	22,000
550	BBBY-US	Newport	288 East Main Road	Middletown	RI	02842	25,373
551	BBBY-US	Bradenton	825 Cortez Road West	Bradenton	FL	34207	25,395
556	BBBY-US	St. Augustine	320 CBL Drive	St Augustine	FL	32086	20,000
557	BBBY-US	Denton	2315 Colorado Blvd Suite 180	Denton	TX	76205	30,281
558	BBBY-US	Chattanooga	2040 Hamilton Place Blvd	Chattanooga	TN	37421	28,000
559	BBBY-US	Coeur d Alene	440 W Wilbur Avenue	Coeur d Alene	ID	83815	20,215
560	BBBY-US	Morganton Road	5075 Morganton Road Suite 9C	Fayetteville	NC	28314	29,427
562	BBBY-US	Eureka	3300 Broadway Space #340	Eureka	CA	95501	25,759
564	BBBY-US	Westfield	1950 6 Greyhound Pass	Carmel	IN	46033	24,350
569	BBBY-US	Country Club Plaza	2725 Marconi Ave	Sacramento	CA	95821	24,000
571	BBBY-US	Lakeline	11066 Pecan Park Blvd Bldg 1	Cedar Park	TX	78613	34,361
573	BBBY-US	Scottsdale	7000 E Mayo Blvd Building 12	Phoenix	AZ	85054	35,000
577	BBBY-US	San Patricio	100 Ave San Patricio	Guaynabo	PR	00966	40,500

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579	BBBY-US	Miami International	10640 NW 19th Street	Miami	FL	33172	28,053
585	BBBY-US	College Station	1430 Texas Avenue South	College Station	TX	77840	24,722
589	BBBY-US	Gulfport	3951 Promenade Parkway	Diberville	MS	39540	23,437
591	BBBY-US	Avondale	10060 W Mc Dowell Road	Avondale	AZ	85323	25,063
592	BBBY-US	West Ashley	946 Orleans Road Suite E1	Charleston	SC	29407	23,683
605	BBBY-US	Parker	11435 Twenty Mile Road	Parker	CO	80134	23,000
606	BBBY-US	Surprise	13723 W Bell Road	Surprise	AZ	85374	25,000
611	BBBY-US	Murfreesboro	2615 Medical Cntr Prkwy St1200	Murfreesboro	TN	37129	25,625
615	BBBY-US	Abilene	3417 Catclaw Drive	Abilene	TX	79606	18,043
623	BBBY-US	Frankfort	11165 W Lincoln Highway	Frankfort	IL	60423	25,000
626	BBBY-US	Idaho Falls	3011 S 25th East	Idaho Falls	ID	83406	20,062
632	BBBY-US	Lubbock	2624 W Loop 289	Lubbock	TX	79407	29,954
756	BBBY-US	Bedford	5 Colby Court Unit 3	Bedford	NH	03110	35,753
762	BBBY-US	Traverse City	3301 N US 31 South	Traverse City	MI	49684	25,000
765	BBBY-US	Fredericksburg	3700 Plank Road	Fredericksburg	VA	22407	28,977
766	BBBY-US	Oracle	6310 N Oracle Road	Tucson	AZ	85704	31,638
768	BBBY-US	North Cincinnati	5800 Deerfield Road	Mason	OH	45040	30,000
769	BBBY-US	Waco	4633 S Jack Kultgen Exwy ST102	Waco	TX	76706	25,187
771	BBBY-US	West Omaha	255 N 170th Street	Omaha	NE	68118	30,000
772	BBBY-US	Myrtle Beach	2400 Coastal Grand Circle	Myrtle Beach	SC	29577	25,121
774	BBBY-US	Patterson Place	3616 Witherspoon Blvd. Suite 103	Durham	NC	27707	33,839
775	BBBY-US	Bethlehem	4449 Southmont Way	Easton	PA	18045	28,159
776	BBBY-US	Redlands	27450 Lugonia Avenue	Redlands	CA	92374	28,445
777	BBBY-US	St. George	844 W Telegraph Street	Washington City	UT	84780	22,054
780	BBBY-US	Potomac Mills	14101 Crossing Place	Woodbridge	VA	22192	35,000
783	BBBY-US	Riverdale	4113 Riverdale Road	Ogden	UT	84405	23,046
800	BBBY-US	Sir Barton Way	2321 Sir Barton Way, Suite 120	Lexington	KY	40509	35,000
808	BBBY-US	Kissimmee	3212 North John Young Parkway	Kissimmee	FL	34741	24,897
810	BBBY-US	Somerville	119 Middlesex Avenue	Somerville	MA	02145	38,012
812	BBBY-US	Bend	63455 N. Highway 97, Suite 113	Bend	OR	97703	22,859
820	BBBY-US	Goleta	189 North Fairview Ave	Goleta	CA	93117	23,922
821	BBBY-US	Ventura	4040 East Main Street	Ventura	CA	93003	27,718
825	BBBY-US	Mc Kinney	2975 Craig Drive	McKinney	TX	75072	28,016

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832	BBBY-US	Raleigh Triangle	3604 Sumner Blvd, Suite 104	Raleigh	NC	27616	32,000
833	BBBY-US	Viera	2291 Town Center Ave, Suite 101	Melbourne	FL	32940	24,329
837	BBBY-US	Brookfield	14 Candlewood Lake Road	Brookfield	CT	06804	37,640
838	BBBY-US	Highlands Ranch	9315 Dorchester Street, Suite 100	Highlands Ranch	CO	80129	23,000
839	BBBY-US	Green Bay	825 Pilgrim Way Suite B	Green Bay	WI	54304	24,296
841	BBBY-US	Concord	10 Loudon Road	Concord	NH	03301	23,325
1002	BBBY-US	San Antonio	6001 NW Loop 410 Suite #120	San Antonio	TX	78238	28,000
1011	BBBY-US	Aberdeen	200 Aberdeen Commons, 11088 US 15-501 Highw	Aberdeen	NC	28315	22,975
1014	BBBY-US	Moreland Avenue	1235 Caroline Street NE	Atlanta	GA	30307	23,606
1021	BBBY-US	Omaha	1220 South 71st Street	Omaha	NE	68106	32,000
1024	BBBY-US	Rockwall	963 East Interstate Highway 30	Rockwall	TX	75087	23,000
1028	BBBY-US	Lakeland	1500 Town Center Drive	Lakeland	FL	33803	30,000
1030	BBBY-US	La Quinta	79-110 Hwy 111	La Quinta	CA	92253	30,000
1033	BBBY-US	Gilbert	2793 S Market St, Suite 101	Gilbert	AZ	85296	31,957
1035	BBBY-US	Turkey Creek	11263 Parkside Drive, Suite 612	Knoxville	TN	37934	25,000
1044	BBBY-US	Plymouth	200 Colony Place	Plymouth	MA	02360	25,072
1053	BBBY-US	Crestview Hills	2757 Town Center Blvd	Crestview Hills	KY	41017	26,989
1056	BBBY-US	Hamburg	3701 McKinley Parkway	Blasdell	NY	14219	25,000
1059	BBBY-US	Clarence	4401 Transit Road	Williamsville	NY	14221	30,000
1069	BBBY-US	Cypress	25839 US Highway 290	Cypress	TX	77429	30,000
1073	BBBY-US	Kalispell	2411 Highway 93 North	Kalispell	MT	59901	23,000
1077	BBBY-US	Camelback	1919 East Camelback Road, Suite #128	Phoenix	AZ	85016	22,660
1082	BBBY-US	Franklin Park	5135 Monroe Street	Toldeo	OH	43623	32,154
1091	BBBY-US	Rio Grande	3201 Rt 9 South, Unit B	Rio Grande	NJ	08242	22,600
1094	BBBY-US	Akers Mills	2955 Cobb Parkway, Suite 110	Atlanta	GA	30339	29,000
1096	BBBY-US	Clifton	404 State Route 3	Clifton	NJ	07014	24,080
1097	BBBY-US	Murrieta	24450 Village Walk Place	Murrieta	CA	92562	33,000
1107	BBBY-US	San Marcos	1050 McKinley Place Dr, Bldg 2, Suite 220	San Marcos	TX	78666	23,000
1108	BBBY-US	Longmont	205 Ken Pratt Blvd., Suite 240	Longmont	CO	80501	28,028
1110	BBBY-US	Miracle Market Place	3301 Coral Way	Miami	FL	33145	30,250
1112	BBBY-US	Rutland	322 Route 7 South	Rutland	VT	05701	24,000
1115	BBBY-US	Bozeman	2155 West Cattail St	Bozeman	MT	59718	19,711
1117	BBBY-US	Conroe	2920 Interstate 45 N.	Conroe	TX	77303	24,686

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Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
1119	BBBY-US	Peachtree City	1245 North Peachtree Parkway	Peachtree City	GA	30269	23,401
1125	BBBY-US	North Naples	13585 Tamiami Trail N. Unit #6	Naples	FL	34110	25,002
1126	BBBY-US	North Greensboro	1618 Highwoods Blvd	Greensboro	NC	27410	30,000
1127	BBBY-US	Keizer	6180 Ulali Drive	Keizer	OR	97303	28,048
1129	BBBY-US	Olympia	2405 4th Avenue West	Olympia	WA	98502	28,000
1130	BBBY-US	East Vancouver	16701 South East Mill Plain Blvd	Vancouver	WA	98684	28,000
1133	BBBY-US	Cottonwood Commons	3601 Old Airport Road, Suite A	Albuquerque	NM	87114	28,000
1138	BBBY-US	Jacksonville Beach	4054 South 3rd Street	Jacksonville Beach	FL	32250	29,000
1142	BBBY-US	Rogers	2203 Promenade Boulevard, Suite 20210	Rogers	AR	72758	30,000
1143	BBBY-US	East Colonial	3228 East Colonial Drive	Orlando	FL	32803	27,761
1149	BBBY-US	Sioux Falls	3800 South Louise Ave, Suite 2	Sioux Falls	SD	57106	40,843
1150	BBBY-US	AUGUSTA	42 Whitten Road, Suite 1	Augusta	ME	04330	25,846
1154	BBBY-US	Petoskey	910 Spring Street	Petoskey	MI	49770	21,000
1157	BBBY-US	Missoula	3017 Paxson Street	Missoula	MT	59801	21,641
1161	BBBY-US	Mueller	1201 Barbara Jordan Blvd, Suite 200	Austin	TX	78723	25,000
1162	BBBY-US	202 & Dobson	837 North Dobson Road	Mesa	AZ	85201	30,000
1175	BBBY-US	Anchorage	601 E Dimond Blvd	Anchorage	AK	99518	29,486
1177	BBBY-US	DC USA	3100 14th Street NW	Washington	DC	20010	33,940
1179	BBBY-US	Mooreville	627 River Highway	Mooreville	NC	28117	28,000
1190	BBBY-US	Gulf Shores	3800 Gulf Shores Parkway, Suite 300	Gulf Shores	AL	36542	25,000
1203	BBBY-US	Willowbrook	7175 Kingery Highway	Willowbrook	IL	60527	28,000
1207	BBBY-US	Northgate Mall	401 NE Northgate Way Suite 2100	Seattle	WA	98125	28,176
1209	BBBY-US	Wesley Chapel	5845 Wesley Grove Boulevard	Wesley Chapel	FL	33544	30,000
1212	BBBY-US	Euless	2800 Highway 121 Suite 600	Euless	TX	76039	28,000
1227	BBBY-US	Foxboro	330 Patriot Place	Foxborough	MA	02035	30,000
1234	BBBY-US	Lady Lake	546 N. Highway 441	Lady Lake	FL	32159	28,000
1237	BBBY-US	Morehead City	5160 Highway 70 Suite 600	Morehead City	NC	28557	20,400
1244	BBBY-US	Portsmouth	100 Durgin Lane	Portsmouth	NH	03801	37,843
1258	BBBY-US	Hingham	9 Shipyard Drive	Hingham	MA	02043	28,102
1259	BBBY-US	Flowood	760 Mackenzie Lane	Flowood	MS	39232	25,000
1260	BBBY-US	Sandy	10433 South State Street	Sandy	UT	84070	28,000
1265	BBBY-US	Warner Robins	3060 Watson Boulevard	Warner Robins	GA	31093	20,000
1266	BBBY-US	Bear Valley Road	18815 Bear Valley Road	Apple Valley	CA	92308	25,000

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Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
1268	BBBY-US	University Town Center	111 N Cattlemen Rd	Sarasota	FL	34243	35,029
1291	BBBY-US	West El Paso	655 Sunland Park Drive, Suite I	El Paso	TX	79912	25,002
1304	BBBY-US	Cape Coral	1827 NE Pine Island Road	Cape Coral	FL	33909	27,978
1305	BBBY-US	Palm Springs	5200 E. Ramon Road Building B	Palm Springs	CA	92264	28,245
1307	BBBY-US	Prescott	3250 Gateway Blvd Ste. 508	Prescott	AZ	86303	30,078
1308	BBBY-US	Schererville	124 US Highway 41	Schereville	IN	46375	34,163
1309	BBBY-US	Hamilton	160 Marketplace Boulevard	Hamilton	NJ	08691	30,704
1310	BBBY-US	Billings	2821 King Ave West	Billings	MT	59102	35,115
1312	BBBY-US	Collierville	4610 Merchants Park Circle Suite 501	Collierville	TN	38017	28,307
1313	BBBY-US	Southaven	6400 Towne Center Loop	Southaven	MS	38671	25,080
1314	BBBY-US	Riverhead	1440 Old Country Road Suite 300	Riverhead	NY	11901	30,031
1317	BBBY-US	The Forum	8262 Agora Parkway	Selma	TX	78154	34,000
1321	BBBY-US	Durango	800 South Camino Del Rio	Durango	CO	81301	25,492
1326	BBBY-US	Pearlridge	145 Kaonohi St	Aiea	HI	96701	45,901
1327	BBBY-US	Stroudsburg	143 Radio Drive	Stroudsburg	PA	18360	25,192
1331	BBBY-US	LANCASTER	2350 Lincoln Highway East Suite 100	Lancaster	PA	17602	42,923
1333	BBBY-US	Rapid City	1365 Eglin Street	Rapid City	SD	57701	23,400
1336	BBBY-US	BURLINGTON	1915 Marketplace Drive	Burlington	WA	98233	27,203
1338	BBBY-US	Winter Garden	3215 Daniels Road	Winter Garden	FL	34787	28,633
1341	BBBY-US	Christiana	331 West Main Street	Newark	DE	19702	37,500
1365	BBBY-US	Longview	422 W Loop 281 Suite 200	Longview	TX	75605	24,960
1367	BBBY-US	Panama City Beach, FL	15600 Panama City Beach Pkwy	Panama City Beach	FL	32413	23,774
1372	BBBY-US	Silverdale	9991 Mickelberry Road NW	Silverdale	WA	98383	28,900
1392	BBBY-US	Denham Springs	10129 Crossing Way Suite 420	Denham Springs	LA	70726	23,400
1403	BBBY-US	Flower Mound	6101 Long Prairie RD Suite 200	Flower Mound	TX	75028	29,967
1405	BBBY-US	Holly Springs	208 Grand Hill Place	Holly Springs	NC	27540	23,400
1409	BBBY-US	Tuscaloosa	1320 McFarland Blvd E BLDG 300	Tuscaloosa	AL	35404	23,000
1422	BBBY-US	Rehoboth Beach	30134 Veterans Way	Rehoboth Beach	DE	19971	23,550
3001	BABY-US	ROCKVILLE	1683 Rockville Pike	Rockville	MD	20852-1619	42,296
3002	BABY-US	Scarsdale	1019 Central Park Ave	Scarsdale	NY	10583	32,200
3003	BABY-US	PARAMUS	34 East Ridgewood Ave	Paramus	NJ	07652-3613	63,479
3005	BABY-US	WESTBURY	895 East Gate Blvd	Garden City	NY	11530-2104	50,000
3006	BABY-US	Totowa	545 Route 46 West	Totowa	NJ	07512-1735	33,766

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3007	BABY-US	MANHATTAN	3 Enterprise Ave N. Suite 3	Secaucus	NY	07094	34,532
3008	BABY-US	SPRINGFIELD	6398 Springfield Plaza	Springfield	VA	22150-3431	28,000
3009	BABY-US	DOWNERS GROVE	1556 Butterfield Road	Downers Grove	IL	60515-1003	35,445
3010	BABY-US	CHERRY HILL	1590 Kings Highway North	Cherry Hill	NJ	08034	30,226
3011	BABY-US	Utica	13361 Hall Road, Suite 102	Utica	MI	48315-5884	32,180
3012	BABY-US	Canton	42595 Ford Road	Canton	MI	48187-3381	32,000
3013	BABY-US	Columbus (Easton)	3749 Easton Market	Columbus	OH	43219-6023	27,430
3015	BABY-US	CORAL SPRINGS	2035 N. University Drive	Coral Springs	FL	33071-6132	22,865
3016	BABY-US	Greenwood	1230 N. US 31, Suite A	Greenwood	IN	46142-4501	31,168
3017	BABY-US	Schaumburg, IL	580 E. Golf Road	Schaumburg	IL	60173-4442	32,800
3018	BABY-US	Austin	5400 Brodie Lane, Suite 400	Austin	TX	78745-2526	28,730
3019	BABY-US	Augusta, GA	242 Robert C. Daniels Jr. Parkway	Augusta	GA	30909-0803	26,735
3021	BABY-US	Plano, TX	2712 N. Central Expressway	Plano	TX	75074	28,008
3022	BABY-US	Chandler, AZ	2640 W. Chandler Blvd.	Chandler	AZ	85224	35,606
3023	BABY-US	Scottsdale, AZ	10080 N. 90th Street	Scottsdale	AZ	85258	34,920
3024	BABY-US	Carolina Pavillion, NC	9555 South Blvd	Charlotte	NC	28273-6901	31,278
3025	BABY-US	Flagler	8241 West Flagler Street, Suite 100	Miami	FL	33144	29,953
3026	BABY-US	Whitehall (Allentown), PA	1915 Whitehall Mall	Whitehall	PA	18052-5119	30,322
3027	BABY-US	Addison	13900 Dallas Parkway	Dallas	TX	75240-4323	33,586
3028	BABY-US	Nashua	213 Daniel Webster Highway	Nashua	NH	03060-6600	30,491
3029	BABY-US	BRANDON	11345 Causeway Blvd	Brandon	FL	33511-2904	35,150
3031	BABY-US	Hoover	4351 Creekside Ave.	Hoover	AL	35244-5019	33,843
3033	BABY-US	ALPHARETTA	7121 North Point Parkway	Alpharetta	GA	30022-8255	40,787
3034	BABY-US	San Jose	5353 Almaden Expressway Suite A 100	San Jose	CA	95118-3637	37,849
3036	BABY-US	Colonie	1440 Central Avenue	Colonie	NY	12205-5118	37,210
3037	BABY-US	BRIDGEWATER	711 Route 28	Bridgewater	NJ	08807-2401	32,206
3038	BABY-US	Brookfield	665 Main Street	Brookfield	WI	53005	32,888
3039	BABY-US	Frisco	2930 Preston Rd Suite 600	Frisco	TX	75034-9055	32,746
3040	BABY-US	CRYSTAL LAKE	5540 Northwest Hwy	Crystal Lake	IL	60014-8016	27,000
3042	BABY-US	Lexington	2321 Sir Barton Way Suite 110	Lexington	KY	40509-2434	32,498
3043	BABY-US	Temecula	40438 Winchester Road	Temecula	CA	92591	28,897
3044	BABY-US	North Cincinnati (Deerfield)	5255 Deerfield Blvd.	Mason	OH	45040-2509	27,400
3046	BABY-US	Christiana	501 West Main St.	Newark	DE	19702-1534	30,057

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Bed Bath & Beyond.2023.Wave 5
Exhibit A-3

Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
3047	BABY-US	Grand Rapids (Kentwood)	4100 28th Street SE	Kentwood	MI	49512-1904	34,500
3048	BABY-US	FRESNO	7458 N Blackstone Ave	Fresno	CA	93720-4301	28,037
3049	BABY-US	Pembroke Pines	11360 Pines Blvd	Pembroke Pines	FL	33026-4102	31,000
3050	BABY-US	Morrisville	3121 Market Center Drive	Morrisville	NC	27560	25,000
3051	BABY-US	Rivers Edge	4030 East 82nd Street	Indianapolis	IN	46250	26,148
3052	BABY-US	Hurst	1451 West Pipeline Road	Hurst	TX	76053-4628	33,862
3053	BABY-US	TULSA	10017 East 71st Street	Tulsa	OK	74133-3210	28,000
3054	BABY-US	Fort Worth	4648 SW Loop 820	Fort Worth	TX	76109	29,549
3055	BABY-US	PLEASANT HILL	3250 Buskirk Ave Suite 300A	Pleasant Hill	CA	94523-7309	30,163
3056	BABY-US	SNELLVILLE	1670 Scenic Hwy N Suite 124	Snellville	GA	30078-2132	28,790
3057	BABY-US	OVERLAND PARK	12055 Metcalf Avenue	Overland Park	KS	66213-1121	30,000
3058	BABY-US	Elk Grove	7621 Laguna Blvd	Elk Grove	CA	95758-5061	31,079
3060	BABY-US	BRAINTREE	160 Granite St.	Braintree	MA	02184-1747	33,508
3062	BABY-US	INDEPENDENCE	20000 East Jackson Drive	Independence	MO	64057-1568	28,245
3063	BABY-US	Encinitas	1014 N El Camino Real	Encinitas	CA	92024	27,260
3064	BABY-US	NAPERVILLE	324 S Route 59	Naperville	IL	60540-3924	22,903
3065	BABY-US	Woodbury	9160 Hudson Road	Woodbury	MN	55125-7001	28,487
3066	BABY-US	Sandy	10230 South State Street	Sandy	UT	84070-4115	32,928
3067	BABY-US	WEBSTER	19801 Gulf Freeway Suite 800	Webster	TX	77598-3802	30,000
3070	BABY-US	BALLWIN	15355A Manchester Road	Ballwin	MO	63011-3026	28,150
3071	BABY-US	Jacksonville	8801 Southside Blvd Unit 10	Jacksonville	FL	32256-0796	25,000
3072	BABY-US	Altamonte Springs	130 E Altamonte Dr Suite 1000	Altamonte Springs	FL	32701-4324	27,013
3073	BABY-US	W Des Moines	4100 University Ave Ste 115	West Des Moines	IA	50266-5958	25,938
3074	BABY-US	E. Colonial (Orlando)	3206 East Colonial Drive	Orlando	FL	32803-5121	25,205
3076	BABY-US	Torrance	3700 Torrance Blvd.	Torrance	CA	90503-4808	36,566
3080	BABY-US	Potomac Mills	2700 Potomac Mills Circle, Suite 100	Woodbridge	VA	22192-4651	38,243
3081	BABY-US	West Long Branch	310 Route 36	West Long Branch	NJ	07764-1026	22,223
3083	BABY-US	Amherst	1261 Niagara Falls Blvd Ste 1	Amherst	NY	14226-1160	29,484
3084	BABY-US	MISSION VIEJO	25322 El Paseo	Mission Viejo	CA	92691-6906	36,033
3086	BABY-US	KNOXVILLE	202 Morrell Road	Knoxville	TN	37919-5876	25,000
3087	BABY-US	ALBUQUERQUE	2451 San Mateo Blvd NE Suite C	Albuquerque	NM	87110-4417	27,839
3088	BABY-US	Roseville	1120 Galleria Blvd Suite 160	Roseville	CA	95678-1992	29,436
3090	BABY-US	Maplewood	3200 Laclede Station Suite D	St Louis	MO	63143-3709	24,638

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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
3091	BABY-US	Willowbrook	17355 Tomball Parkway Suite 1K	Houston	TX	77064-1180	29,250
3092	BABY-US	DEPTFORD	1745 Deptford Center Road	Deptford	NJ	08096-5662	24,963
3093	BABY-US	Beachwood (Harvard Park)	4045 Richmond Road	Warrensville Heights	OH	44122-6048	25,446
3094	BABY-US	Livingston	530 W Mount Pleasant Avenue	Livingston	NJ	07039-1740	25,356
3095	BABY-US	YORBA LINDA	22999 Savi Ranch Parkway	Yorba Linda	CA	92887-3095	25,418
3096	BABY-US	RANCHO CUCAMONGA	11530 4th Street Suite 125	Rancho Cucamonga	CA	91730-3096	24,000
3097	BABY-US	Redlands	27651 San Bernardino Ave Ste 110	Redlands	CA	923745030	22,047
3098	BABY-US	Tukwila	17686 Southcenter Parkway	Tukwila	WA	98188-3705	25,165
3099	BABY-US	West Hills	6621 Fallbrook Avenue, Unit B	West Hills	CA	91307-3520	20,500
3100	BABY-US	KENNESAW	2555 Cobb Place Lane NW Ste 50	Kennesaw	GA	30144-6871	25,526
3101	BABY-US	Omaha	12204 K Plaza	Omaha	NE	68137	25,032
3103	BABY-US	MONTGOMERYVILLE	751 Horsham Rd Unit B1	Landsdale	PA	19446-6489	23,084
3104	BABY-US	WICHITA	2756 N Greenwich Ct	Wichita	KS	67226-3104	14,931
3105	BABY-US	Aurora	6492 South Parker Road	Aurora	CO	80016-1080	23,505
3106	BABY-US	Southlake	2901 East State Hwy 114	Southlake	TX	76092-6694	23,428
3108	BABY-US	Daly City	149 Serramonte Center	Daly City	CA	94015-3108	22,006
3109	BABY-US	Katy	24600 Katy Fwy Suite 200	Katy	TX	77494-3109	23,000
3110	BABY-US	Franklin	2000 Mallory Lane, Suite 400	Franklin	TN	37067-8208	23,947
3111	BABY-US	Pharr (McAllen)	500 N Jackson Road #A2	Pharr	TX	78577	25,056
3112	BABY-US	Summerlin	2315 Summa Drive Suite 120	Las Vegas	NV	89135-1460	26,315
3113	BABY-US	Dulles Landing (Chantilly)	24670 Dulles Landing Dr., Unit 130	Dulles	VA	20166-2628	23,205
3115	BABY-US	FAYETTEVILLE	2716 Freedom Parkway Drive	Fayetteville	NC	28314-3115	18,294
3116	BABY-US	Dayton	6146 Wilmington Pike	Dayton	OH	45459-7007	20,082
3117	BABY-US	Cedar Park	5001 183A Toll Road Suite I100	Cedar Park	TX	78613-7937	26,036
3118	BABY-US	CHULA VISTA	1660 Millenia Ave	Chula Vista	CA	91915	15,000
3119	BABY-US	ARROWHEAD	7375 W Bell Rd	Peoria	AZ	85382	21,315
3120	BABY-US	BATON ROUGE	5919 Bluebonnet Blvd	Baton Rouge	LA	70836	18,300
3121	BABY-US	West Hartford	1433 New Britain Avenue	West Hartford	CT	06110	24,910
3122	BABY-US	HUMBLE	20416 Highway 59N	Humble	TX	77338-3122	34,875
3124	BABY-US	Beaverton	3485 SW Cedar Hills Blvd S170	Beaverton	OR	97005-1309	17,595
3125	BABY-US	San Antonio	522 Northwest Loop 410, Suite 108	San Antonio	TX	78216-5551	20,086
3126	BABY-US	STAFFORD	12710 Fountain Lake Circle	Stafford	TX	77477-3705	18,283
3128	BABY-US	Clackamas	12535 SE 82nd Ave., Suite B	Clackamas	OR	97015-9734	16,968

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Exhibit A-3

Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
3129	BABY-US	Westlake (Crocker Park)	292 Main Street	Westlake	OH	44145-3129	14,400
3130	BABY-US	WOODBIDGE	675 US Highway 1S, Suite 1	Iselin	NJ	08830-3152	21,794
3131	BABY-US	Concord	8062 Concord Mills Blvd., Suite 20	Concord	NC	28027-4417	17,920
3132	BABY-US	Littleton	5134 South Wadsworth Blvd.	Lakewood	CO	80123	23,024
3134	BABY-US	Tyler	8934 S. Broadway Ave., Ste 448	Tyler	TX	75703-5420	23,595
3136	BABY-US	Henderson	535 N. Stephanie Street	Henderson	NV	89014-6613	20,008
3137	BABY-US	Southfield	28512 Telegraph Road	Southfield	MI	48034	25,000
3138	BABY-US	Westminster	9350 North Sheridan Blvd.	Westminster	CO	80031-6304	25,343
3139	BABY-US	MADISON	201 Junction Rd	Madison	WI	53717	22,192
3140	BABY-US	Granger	435 E. University Drive	Granger	IN	46530	24,779
472							31,704

EXHIBIT B

[To be inserted]

Bed Bath & Beyond.2023.Wave 3
Exhibit B-1

Expense Budget (1)

Advertising

Media	348,651
Signs (2)	1,243,315
Sign Walkers	743,246
Subtotal Advertising	<u>2,335,212</u>

Supervision

Fees / Wages / Expenses (3)	2,990,272
Subtotal Supervision	<u>2,990,272</u>

Miscellaneous /Legal (4)	30,000
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Total Expenses	<u><u>5,355,483</u></u>
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Notes:

1. This Expense Budget contemplates a sale term starting January, 26, 2023 (in 3 locations, 59,106 & 505) and starting January 28,2023 in the remaining locations and running through March 26, 2023. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.
2. Includes Sales Tax.
3. Includes Deferred Compensation and Insurance.
4. Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.

Bed Bath & Beyond.2023.Wave 4
Exhibit B-2

Expense Budget (1)

Advertising

Media	597,232
Signs (2)	1,313,857
Sign Walkers	994,016
Subtotal Advertising	<u>2,905,106</u>

Supervision

Fees / Wages / Expenses (3)	2,336,759
Subtotal Supervision	<u>2,336,759</u>

Miscellaneous /Legal (4)	30,000
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Total Expenses	<u><u>5,271,864</u></u>
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Notes:

1. This Expense Budget contemplates a sale term of February, 4, 2023 through April 9, 2023. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.
2. Includes Sales Tax.
3. Includes Deferred Compensation and Insurance.
4. Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.

Bed Bath & Beyond.2023.Wave 5
Exhibit B-3

Expense Budget (1)

Advertising

Media	3,533,514
Signs (2)	4,162,018
Sign Walkers	4,452,930
Subtotal Advertising	<u>12,148,462</u>

Supervision

Fees / Wages / Expenses (3)	10,967,225
Subtotal Supervision	<u>10,967,225</u>

Miscellaneous /Legal (4)	240,000
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Total Expenses	<u><u>23,355,687</u></u>
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Notes:

1. This Expense Budget contemplates a sale term of February, 4, 2023 through April 26, 2023. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.
2. Includes Sales Tax.
3. Includes Deferred Compensation and Insurance.
4. Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.

EXHIBIT C

For purposes of calculating “Net Recovery”, (1) “Expenses” of the Sale shall mean those Store-level operating expenses directly attributable to and which arise during the Sale Term, limited to the following: (a) actual Occupancy Expenses for the Stores on a per location and per diem basis, plus the portion of any percentage rent obligations allocable to the sale of Merchandise and Additional Consultant Goods during the Sale; (b) actual wages and commissions for all Store-level employees used in conducting the Sale for actual days/hours worked during the Sale Term; (c) amounts payable by Merchant for benefits for Store-level employees used in conducting the Sale (including payroll taxes, FICA, unemployment taxes, workers’ compensation and health care insurance benefits); (d) all costs and expenses associated with Agent’s on-site supervisors; (e) all costs and expenses associated with advertising of the Sale, including banners, sign-walkers, and interior and exterior signs that are produced for the Sale, other promotional costs including, without limitation, email blasts, digital advertising, television, ROP, other advertising and direct mail attributable to the Sale and ordered or requested by Agent; (f) postage/overnight delivery/courier charges to and from or among the Stores to the extent relating to the Sale; (g) credit card and bank card fees, chargebacks, and discounts relating to the Sale; (h) any and all costs of moving, transferring, or consolidating Merchandise between the Stores; (i) a pro rata portion for the Sale Term of Merchant’s premiums in respect of general liability, casualty, property, inventory, and other insurance policies attributable to the Merchandise, the Stores and the Distribution Centers; (j) third-party payroll processing fees associated with the Sale; (k) armored car service and security personnel; (l) Agent’s (i) actual cost of capital, (ii) reasonable legal fees and expenses attributable to the Sale Term, and (iii) bank fees and wire charges; and (m) [Reserved]; and (2) “Expenses” of the Sale shall exclude “Central Service Expenses” and “Distribution Center Expenses”.

As used herein, the following terms have the following meanings:

“Central Service Expenses” means costs and expenses for Merchant’s Central Services.

“Central Services” means those Merchant central administrative services necessary for the conduct and support of the Sale, including, but not limited to, use or and access to Merchant’s: (i) inventory control system, (ii) payroll system, (iii) accounting system, (iv) office facilities, (v) MIS and POS services, (vi) cash and inventory reconciliation, (vii) central administrative services and personnel to process and perform sales audit, banking, and other normal course administrative services customarily provided to or for the benefit of operating the Stores and Distribution Centers and including data processing and reporting, email preparation and distribution, information technology and e-commerce platform updates, functionality, and maintenance, (viii) such other central office services reasonably necessary (in the reasonable judgment of the Agent) for the Sale, and (vii) to use reasonably sized offices located at Merchant’s central office facility to effect the Sale.

“Distribution Center Expenses” means the actual costs and expenses, including use and Occupancy Expenses and Distribution Center employee payroll and other obligations, of the operations of the Distribution Centers, and the actual costs and expenses (including outbound freight) related to the processing, transfer, and consolidation of Merchandise and supplies in the Distribution Centers and from the Distribution Centers to the Stores.

“Occupancy Expenses” means rent, percentage rent, common-area maintenance, landlord promotional fees, real estate and use taxes, merchant association dues and charges, HVAC, utilities, telecom/telephone charges, point-of-sale systems maintenance, store security systems, routine repairs and maintenance, taxes and licenses, costs of all local, long-distance, and international telephone, satellite broadband connections, T-1 lines, broadband internet, and other telecommunications services, trash removal (to the extent excluded as a fixed charge component of lease obligation), snow removal, and ordinary course third-party cleanings, and pest control services.



Merchant Resources

April 22, 2023

VIA EMAIL

Derek Dervish
Vice President – Asset Management
Buy Buy Baby, Inc.
650 Liberty Ave.
Union, NJ 07083
Email: derek.dervish@bedbath.com

Re: **Third Amendment to Letter Agreements**

Derek:

Reference is made to (i) that certain letter agreement dated September 11, 2020 by and between Hilco Merchant Resources, LLC (“Agent” or a “Party”) and Bed Bath & Beyond Inc. (“BB&B” or a “Party”) (as amended, modified, supplemented or restated and in effect from time to time, the “BB&B Agreement”) and (ii) by that certain letter agreement dated March 2, 2021 by and between Agent and Buy Buy Baby, Inc. (“BBB” or a “Party”; together with BB&B, the “Merchant”; collectively with BB&B and Agent, the “Parties”) (as amended, modified, supplemented or restated and in effect from time to time, the “BBB Agreement”; the BB&B Agreement and BBB Agreement are collectively referred to herein as the “Agreements”). Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the respective BB&B Agreement or the BBB Agreement, as the context makes applicable.

The Agreements provide for, among other things, the procedures in which the Sales will be executed, and details related thereto. Accordingly, Merchant and Agent mutually desire to amend the Agreements to, inter alia, (i) provide that this letter amendment (the “Third Amendment”) shall constitute a “Work Order” under the Agreements, (ii) expand the scope of Stores covered by the Agreements by adding additional Stores thereunder as set forth herein and in the Exhibits annexed hereto and incorporated herein, and (iii) modify certain other terms and provisions of the Agreements, in each case on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Second Amendment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree that the Agreements shall be amended as set forth herein.

1. Effect of Prior Amendments. For the avoidance of doubt, the Agreements, as amended by the (i) Amendment to Letter Agreement dated August 26, 2022 (the “First Amendment”), (ii) Amendment to Letter Agreement dated February 12, 2023 (the “Second Amendment”), and (iii) all prior Work Orders shall continue to govern the Sale at any Stores where such Sale commenced prior to the date of this Third Amendment. With respect to this Third Amendment, (i) Merchant hereby reaffirms the representations, warranties, and agreements set forth in Section H of the Agreements, and (ii) Agent hereby reaffirms the representations, warranties, and agreements set forth in Section H of the Agreements.

2. Additional Closing Store Designations. Merchant hereby designates those Store locations identified in Exhibit A hereto and incorporated herein (hereinafter, collectively the “Amendment 3 Stores”) as “Additional Stores” for closure through the conduct of the Sale in accordance with the terms of the Agreements, as amended hereby. For the avoidance of doubt, the Amendment 3 Stores shall be treated as “Stores” for all purposes under the Agreements. The “Sale Commencement Date” applicable to the

Amendment 3 Stores shall be April 26, 2023, and the “Sale Termination Date” shall be on or prior to July 31, 2023; provided, that the Parties may mutually agree in writing to extend or terminate the Sale at any Amendment 3 Store prior to the Sale Termination Date stated above.

3. Amendment 3 Stores Expense Budget. The Expense Budget applicable to the conduct of the Sale at the Amendment 3 Stores is annexed hereto as Exhibit B and is incorporated herein by reference. Merchant and Agent mutually agree that, no later than seven (7) days after the Sale Commencement Date applicable to the Amendment 3 Stores, Merchant shall fund an advance to the Agent in an amount equal to the sum of \$4,000,000 in respect of the Sale Expenses identified in Expense Budget annexed hereto as Exhibit B (“Sale Deposit”). All other accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Agent) shall be reconciled in accordance with Section E of the Agreements. Any portion of the Sale Deposit not used to pay amounts contemplated by the Agreements shall be returned to Merchant (or its designee) within seven (7) business days following the final reconciliation.

4. Permitted Sale Themes. Anything in the Agreements to the contrary notwithstanding, but subject to entry of the Approval Order (defined below), Merchant hereby consents to Agent’s marketing and advertising of the Sale in the Stores utilizing a “going-out-of-business” sale theme, which theme shall be in addition to such other sale themes set forth in the Agreements.

5. Agent Fee. Section E of each Agreement is hereby amended by deleting the table outlining the “Net Recovery Threshold” and “Agent Incentive Fee” with respect to Amendment 3 Stores and substituting the following in its place:

Net Recovery Threshold	Agent Incentive Fee
43.5%-43.99%	An additional 0.875% of Net Proceeds
44.0%-44.49%	An additional 1.125% of Net Proceeds
44.5%-44.99%	An additional 1.375% of Net Proceeds
45.0%-45.49%	An additional 1.625% of Net Proceeds
45.5% and above	An additional 1.875% of Net Proceeds

The Agent Incentive Fee referenced above as earned in each case shall be in addition to the Base Fee and shall be calculated back to the first dollar received. For purposes of the Agreements, as amended hereby, “Net Recovery” shall be determined based on the Expenses of the Sale identified in Exhibit C hereto and incorporated herein by reference.

5. Bankruptcy Matters. Section T of the Agreements is hereby amended by deleting the entirety thereof and substituting the following in its place:

“If Merchant commences one or more cases under Chapter 11 of title 11, United States Code (the “Bankruptcy Code”), with a bankruptcy court (the “Bankruptcy Court”), not later than two (2) business days after such commencement Merchant shall file an expedited motion as part of its “first day” motions, and utilize its reasonable best efforts to ensure that such motion is approved by one or more interim and/or final order(s) (collectively, “Approval Order”) that provides, among other things, as follows: (i) approval of the transaction contemplated hereby, (ii) authorizing Merchant’s conduct of the Sale at the Stores, including, without limitation, the Amendment 3 Stores, pursuant to Section 363 of the Bankruptcy Code, (iii) determining that the Sale may be conducted in the Stores without the necessity of complying with (x) state and local rules, laws, ordinances and regulations, including, without limitation, permitting and licensing requirements, that could otherwise govern the Sale, and (y) notwithstanding restrictions in leases, reciprocal easement

agreements or other contracts that purport to restrict the Sale or the necessity of obtaining any third party consent, (iv) approving (x) Merchant's assumption of the Agreements under Sections 363 and 365 of the Bankruptcy Code, and (y) Agent's engagement as Merchant's consultant to provide the Services set forth in the Agreements in furtherance of Merchant's conduct of the Sale at the Stores, (v) authorizing and approving Merchant's payment of all fees and reimbursement of expenses to Agent in accordance with the terms of the Agreements, with any such payments being (x) free and clear of all liens, claims and encumbrances, and (y) without the necessity of any further court approval or compliance with any fee application or similar requirements under any applicable U.S. Trustee or similar guidelines, (vi) authorizing the sale of Additional Agent Goods in accordance with the terms and conditions of the Agreements, and (vii) authorizing the Merchant and Agent to take all further actions as are necessary or appropriate to carry out the terms and conditions of the Agreements. In such event, any legal action, suit or proceeding arising in connection with the Agreements shall be submitted to the exclusive jurisdiction of the Bankruptcy Court having jurisdiction over Merchant, and each Party hereby waives any defenses or objections based on lack of jurisdiction, improper venue, and/or *forum non conveniens*. From and after entry of the Approval Order, Merchant shall conduct the Sale in accordance with the terms of the Approval Order in all material respects."

The Agent shall be authorized to syndicate the transactions contemplated by the Agreements with Tiger Capital Group, LLC ("Tiger"), Gordon Brothers Retail Partners, LLC ("GBRP"), and B. Riley Retail Solutions, LLC ("B. Riley"; and together with Tiger and GBRP the "Participants") on terms and conditions mutually agreed upon between the Agent and the Participants. Per the Merchant's request, Agent and GBRP shall continue to co-lead all aspects of the transactions contemplated by the Agreements from and after the date hereof.

This Third Amendment, together the Agreements, the First Amendment, the Second Amendment, all prior amendments, Work Orders, or supplements, and all schedules and exhibits attached hereto and thereto, constitutes a single, integrated written contract expressing the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this Third Amendment except as specifically set forth in this Third Amendment or the Agreements.

*[Remainder of Page Intentionally Left Blank;
Signatures Appear Next Page]*

If this Amendment is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to the opportunity to continue working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC,
As Agent (for itself and the Participants)

Type text here

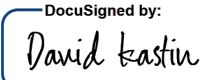
By: 
Name: _____
Its: _____

[Signatures Continued Next Page]

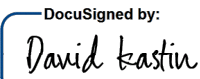
**AGREED AND ACCEPTED as of the 22 day
of April, 2023:**

MERCHANT:

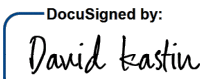
BED BATH & BEYOND, INC.

By: 
Name: David Kastin
Its: Executive Vice President, Chief Legal Officer

BUY BUY BABY, INC.

By: 
Name: David Kastin
Its: Secretary

HARMON STORES, INC.

By: 
Name: David Kastin
Its: Secretary

Bed Bath & Beyond.2023.Wave 5
Exhibit A

Store List

Store #	Concept/ Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
1	BBBY	Springfield	715 Morris Turnpike	Springfield	NJ	07081	47,640
8	BBBY	Canoga Park	6530 Canoga Avenue	Canoga Park	CA	91303	42,050
20	BBBY	West Los Angeles	11854 West Olympic Boulevard	Los Angeles	CA	90064-1100	63,000
24	BBBY	Santa Rosa	2785 Santa Rosa Ave	Santa Rosa	CA	95407	35,000
25	BBBY	Studio City	12555 Ventura Blvd	Studio City	CA	91604	29,844
26	BBBY	Oakland	590 2Nd Street	Oakland	CA	94607	18,793
27	BBBY	Cherry Hill	2130 Marlton Pike W, Suite D	Cherry Hill	NJ	08002	38,012
29	BBBY	Falls Church	5810 Crossroads Center Way	Falls Church	VA	22041	36,000
31	BBBY	San Diego	1750 Camino Del Rio North	San Diego	CA	92108	77,925
32	BBBY	Deerfield	96 South Waukegan Road	Deerfield	IL	60015	47,000
33	BBBY	Rockville	1519 Rockville Pike	Rockville	MD	20852	50,204
37	BBBY	Lake Grove	2045 Smith Haven Plaza	Lake Grove	NY	11755	64,776
40	BBBY	Albany	32 Wolf Road	Albany	NY	12205	38,500
42	BBBY	Manhattan	620 6Th Avenue	New York	NY	10011	92,025
45	BBBY	Houston 45	17355 Tomball Parkway Suite 1J	Houston	TX	77064	44,998
46	BBBY	Dadeland	8380 South Dixie Highway	Miami	FL	33143	60,000
47	BBBY	Tucson	4811 E. Grant Road, Suite 131	Tucson	AZ	85712	36,518
49	BBBY	Sterling Heights	12020 Hall Road	Sterling Heights	MI	48313	42,609
51	BBBY	Webster	19801 Gulf Freeway, Suite 1000	Webster	TX	77598	53,829
52	BBBY	Columbia 52	9021 Snowden River Parkway	Columbia	MD	21046	40,055
53	BBBY	Downers Grove	1548 Butterfield Road	Downers Grove	IL	60515	73,572
54	BBBY	Westlake	30083 Detroit Road	Westlake	OH	44145	29,963
55	BBBY	West Palm Beach	1875 Palm Beach Lakes Blvd A05	West Palm Beach	FL	33401	32,400
61	BBBY	Plano	801 West 15Th Street, Suite D	Plano	TX	75075	43,988
63	BBBY	Lincoln Park	1800 N. Clybourn Ave., Suite A	Chicago	IL	60614	32,972
66	BBBY	Kennesaw	840 Ernest Barrett Pkwy Ste170	Kennesaw	GA	30144	35,000
67	BBBY	Addison	13900 Dallas Parkway	Dallas	TX	75240	54,337
68	BBBY	Denver 68	370 S Colorado Blvd	Glendale	CO	80246	44,997
82	BBBY	Dallas	8005 Park Lane	Dallas	TX	75231	53,500
86	BBBY	Tulsa	10011 East 71St Street	Tulsa	OK	74133	42,000
87	BBBY	Overland Park	12035 Metcalf	Overland Park	KS	66213	50,028
88	BBBY	Houston 88	10515 Katy Freeway,Suite A	Houston	TX	77024	47,900
97	BBBY	Austin 97	5400 Brodie Lane Suite 300	Austin	TX	78745	42,098
98	BBBY	Birmingham	1771 Montgomery Highway	Hoover	AL	35244	38,297
99	BBBY	Carrollwood	13123 North Dale Mabry Highway	Tampa	FL	33618	35,931
101	BBBY	Rancho Cucamonga	11530 4Th Street Suite 120	Rancho Cucamonga	CA	91730	26,000
103	BBBY	Alpharetta	6050 North Point Parkway	Alpharetta	GA	30022	39,999
108	BBBY	Rockford	6309 East State Street	Rockford	IL	61108	35,800
110	BBBY	Charlottesville	975A North Emmet Street	Charlottesville	VA	22903	36,450
111	BBBY	Albuquerque	2451 San Mateo Blvd Ne Suite D	Albuquerque	NM	87110	30,162
114	BBBY	Virginia Beach	220 Constitution Drive	Virginia Beach	VA	23462	37,500
116	BBBY	Humble	20514 Highway 59 N.	Humble	TX	77338	35,000
119	BBBY	Canton	6725 Strip Avenue Nw	North Canton	OH	44720	40,000
121	BBBY	Wolfchase	2810 Germantown Parkway	Memphis	TN	38133	40,000
124	BBBY	Cary	405 Cross Roads Boulevard	Cary	NC	27518	43,000
126	BBBY	Stafford	12520 Fountain Lake Circle	Stafford	TX	77477	36,000
127	BBBY	Santa Clara	5201 Stevens Creek Blvd.	Santa Clara	CA	95051	40,000
128	BBBY	Naples	5351 N. Airport Road	Naples	FL	34109	44,777
129	BBBY	Arlington	4000 Retail Connection Way, Suite 101	Arlington	TX	76018	30,000
132	BBBY	Madison	215 Junction Road	Madison	WI	53717	35,345
133	BBBY	Naperville	336 S Rt 59	Naperville	IL	60540	32,744
134	BBBY	Huebner Oaks	11745 Ih 10 West Suite 750	San Antonio	TX	78230	35,009
135	BBBY	Rego Park	96-05 Queens Boulevard	Rego Park	NY	11374	45,997
136	BBBY	Portland	16800 Southwest 72Nd Avenue	Tigard	OR	97224	36,000
137	BBBY	Denver West Village	14383 West Colfax Avenue	Golden	CO	80401	36,273
138	BBBY	Thousand Oaks	121 South Westlake Blvd	Thousand Oaks	CA	91362	35,000
139	BBBY	Oceanside	2120 Vista Way	Oceanside	CA	92054	38,008
147	BBBY	Ballwin	141 Highlands Boulevard Drive	Manchester	MO	63011	35,000
148	BBBY	Mountain Brook	313 Summit Boulevard	Birmingham	AL	35243	30,056
149	BBBY	Braintree	400 Grossman Drive	Braintree	MA	02184	35,963
154	BBBY	Southside	8801-1 Southside Boulevard	Jacksonville	FL	32256	35,000
155	BBBY	Augusta	221 Robert C. Daniel,Jr. Pkwy	Augusta	GA	30909	37,500
156	BBBY	Henrico	10050 West Broad Street	Glen Allen	VA	23060	40,000

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Store #	Concept/ Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
157	BBBY	Mid-Rivers	281 Mid Rivers Mall Drive	St. Peters	MO	63376	38,843
159	BBBY	East Hanover	180 Route 10 West	East Hanover	NJ	07936	50,182
160	BBBY	Woodbridge	675 Us Highway 1S, Suite 5	Iselin	NJ	08830-3125	34,000
164	BBBY	Oklahoma City	2848 Nw 63Rd Street	Oklahoma City	OK	73116	40,739
166	BBBY	Roseville 166	30801 Gratoit Road	Roseville	MI	48066	44,500
169	BBBY	Waldorf	3270 Crain Highway	Waldorf	MD	20603	36,424
172	BBBY	Newport News	12132 A Jefferson Avenue	Newport News	VA	23602	41,929
173	BBBY	Dublin	4882 Dublin Blvd	Dublin	CA	94568	35,472
178	BBBY	St. Petersburg	2060 66Th Street North	St. Petersburg	FL	33710	36,926
181	BBBY	Williston	115 Trader Lane	Williston	VT	05495	40,000
183	BBBY	Pasadena	3341 East Foothill Blvd	Pasadena	CA	91107	40,000
188	BBBY	Frederick	5413 Urbana Pike	Frederick	MD	21704	38,700
189	BBBY	Chandler	850 N. 54Th Street	Chandler	AZ	85226	32,713
192	BBBY	Midlothian	11609 Midlothian Turnpike	Midlothian	VA	23113	40,000
194	BBBY	Ft. Collins	110 W. Troutman Parkway	Ft. Collins	CO	80525	50,695
196	BBBY	Towson	1238 Putty Hill Avenue Suite 1	Towson	MD	21286	36,990
197	BBBY	Aventura	19205 Biscayne Blvd	Aventura	FL	33180	45,000
199	BBBY	Columbia 199	136 Harbison Blvd	Columbia	SC	29212	40,800
200	BBBY	N. Colorado Springs	1790 East Woodmen Road	Colorado Springs	CO	80920	38,000
202	BBBY	Grand Rapids	4901 28Th Street, Se	Grand Rapids	MI	49512	40,000
204	BBBY	Solon	6025 Kruse Drive Suite 123	Solon	OH	44139	40,000
207	BBBY	Deptford	1755 Deptford Center Road	Deptford	NJ	08096	38,094
208	BBBY	Reno	4983 S Virginia Street	Reno	NV	89502	35,185
211	BBBY	Lincoln	2960 Pine Lake Road Suite A	Lincoln	NE	68516	35,000
213	BBBY	Jensen Beach	2450 Nw Federal Highway	Stuart	FL	34994	34,900
214	BBBY	Clearwater	23676 Us Hwy 19 North	Clearwater	FL	33765	33,330
215	BBBY	Mishawaka	5802 Grape Rd, Suite B	Mishawaka	IN	46545	38,042
224	BBBY	Brick	51 Chambersbridge Road	Brick	NJ	08723	35,000
225	BBBY	Fresno	7497 N. Blackstone Avenue	Fresno	CA	93720	36,725
227	BBBY	Jenkintown	905 Old York Road	Jenkintown	PA	19046	44,280
228	BBBY	Little Rock	12309 Chenal Parkway Suite A	Little Rock	AR	72211	37,813
233	BBBY	Arrowhead	7340 West Bell Road	Glendale	AZ	85308	38,000
235	BBBY	Sarasota	6567 S. Tamiami Trail	Sarasota	FL	34231	40,000
236	BBBY	Daytona Beach	2500 W. Interntl Speedway Blvd	Daytona Beach	FL	32114	34,945
237	BBBY	Mt. Pleasant	1744 Towne Centre Way	Mt. Pleasant	SC	29464	34,560
245	BBBY	Gainesville	6855 Newberry Road	Gainesville	TX	72605	30,500
248	BBBY	Baton Rouge	10505 South Mall Drive	Baton Rouge	LA	70809	35,017
250	BBBY	Lynnwood	3115 196Th Street, Sw	Lynnwood	WA	98036	30,000
251	BBBY	Allentown	1223 Whitehall Mall	Whitehall	PA	18052	43,971
254	BBBY	Modesto	3900 Sisk Road	Modesto	CA	95356	29,926
255	BBBY	Mill Creek	1705 Mall Of Georgia Blvd, Suite 4	Buford	GA	30519	33,889
260	BBBY	Westbury	950 Merchants Concourse	Westbury	NY	11590	54,239
261	BBBY	Pleasant Hill	15 Crescent Drive	Pleasant Hill	CA	94523	35,877
266	BBBY	Eatontown	92 Route 36	Eatontown	NJ	07724	35,750
268	BBBY	Asheville	83G South Tunnel Road	Asheville	NC	28805	38,772
271	BBBY	Harrisburg	5125 Jonestown Road Suite 425	Harrisburg	PA	17112	30,054
272	BBBY	Katy Mills	24600 Katy Fwy Suite 100	Katy	TX	77494	38,000
273	BBBY	Palm Beach Gardens	2410 Pga Boulevard	Palm Beach Gardens	FL	33410	37,525
275	BBBY	Mission Viejo	25732 El Paseo	Mission Viejo	CA	92691	35,000
278	BBBY	Fayetteville	3816 North Mall Avenue	Fayetteville	AR	72703	30,000
279	BBBY	Sw Denver 279	7421 West Bowles Avenue Ste 1	Littleton	CO	80123-3096	35,000
285	BBBY	Fort Myers	13499 S Cleveland Ave Suite200	Fort Myers	FL	33907	30,587
289	BBBY	Middletown	1115 Route 35	Middletown	NJ	07748	35,843
292	BBBY	Orem	50 West 1300 South	Orem	UT	84058	37,102
293	BBBY	Louisville	996 Breckinridge Lane	Louisville	KY	40207	34,953
294	BBBY	Sugarhouse	1169 Wilmington Avenue	Salt Lake City	UT	84106	18,395
295	BBBY	Beverly Hills	31535 Southfield Road	Beverly Hills	MI	48025	41,093
298	BBBY	Hilton Head	1460 Fording Island Road St100	Bluffton	SC	29910	24,710
301	BBBY	Rookwood	2719 Edmondson Road	Cincinnati	OH	45209	33,375
305	BBBY	Round Rock	2701-A Parker Road Suite 400	Round Rock	TX	78681	30,500
307	BBBY	Roseville 307	1120 Galleria Blvd Suite 140	Roseville	CA	95678	49,132
309	BBBY	Charlotte	9559 South Boulevard	Charlotte	NC	28273	37,000
311	BBBY	Simsbury	532 Bushy Hill Road	Simsbury	CT	06070	30,321

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Store #	Concept/ Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
313	BBBY	Athens	1791 Oconee Connector Suite350	Athens	GA	30606	24,000
315	BBBY	Daly City	303 Gellert Boulevard	Daly City	CA	94015	33,030
317	BBBY	Winston-Salem	1020 Hanes Mall Blvd.	Winston Salem	NC	27103	37,153
318	BBBY	Midland	3001-A101 West Loop 250 North	Midland	TX	79705	27,426
319	BBBY	Eugene	95 Oakway Center	Eugene	OR	97401	30,013
321	BBBY	Lafayette	3617 Ambassador Caffery	Lafayette	LA	70503	42,749
326	BBBY	Wichita	2750 N Greenwich Ct	Wichita	KS	67226	37,922
327	BBBY	Johnson City	3211 People Street Suite 25	Johnson City	TN	37604	24,925
328	BBBY	Fargo	4340 13Th Avenue Sw	Fargo	ND	58103	30,000
330	BBBY	Fort Worth	4931 Overton Ridge Boulevard	Ft. Worth	TX	76132	35,177
333	BBBY	Meridian	1350 North Eagle Road	Meridian	ID	83642	38,146
336	BBBY	Newtown	20 West Road	Newtown	PA	18940	30,000
337	BBBY	The Waterfront	490 Waterfront Drive East	Homestead	PA	15120	38,000
338	BBBY	Broadmoor	2180 Southgate Road	Colorado Springs	CO	80906	30,529
339	BBBY	Cool Springs	545 Cool Springs Boulevard	Franklin	TN	37067	40,000
341	BBBY	Southlake	2930 East Southlake Blvd.	Southlake	TX	76092	30,000
349	BBBY	Greenville	1117 Woodruff Road Suite D	Greenville	SC	29607	35,000
350	BBBY	Danvers	180 Endicott Street	Danvers	MA	01923	36,192
352	BBBY	Amarillo	3000 Soncy Road	Amarillo	TX	79124	30,000
358	BBBY	Youngstown	550 Boardman Poland Road	Youngstown	OH	44512	30,000
359	BBBY	Davie	1801 S University Drive	Davie	FL	33324	28,170
362	BBBY	Spokane	5628 N Division Street	Spokane	WA	99207	36,692
363	BBBY	Greenwood	723 Us 31 North Suite A	Greenwood	IN	46142	33,208
364	BBBY	Taylor	23871 Eureka Road	Taylor	MI	48180	30,350
365	BBBY	Bangor	490 Stillwater Avenue	Bangor	ME	04401	27,905
368	BBBY	Novi	43610 West Oaks Drive	Novi	MI	48377	33,220
370	BBBY	Saw Mill	3708 W Dublin Grandville Road	Columbus	OH	43235	40,075
371	BBBY	Tukwila	400 Strander Blvd	Tukwila	WA	98188	45,633
372	BBBY	Warwick	1500 Bald Hill Road Suite B	Warwick	RI	02886	41,878
375	BBBY	Evansville	280 North Green River Road	Evansville	IN	47715	31,675
377	BBBY	Wilkes Barre	435 Arena Hub Plaza	Wilkes-Barre	PA	18702	30,057
378	BBBY	Rochester Hills	1242 South Rochester Road	Rochester Hills	MI	48307	38,243
380	BBBY	Salem	265 South Broadway, Suite 4	Salem	NH	03079	25,918
384	BBBY	Hollywood	1557 Vine Street	Hollywood	CA	90028	30,054
385	BBBY	East Boca	1400C Glades Road	Boca Raton	FL	33431	23,232
388	BBBY	Tallahassee	1574 Governors Square Blvd.	Tallahassee	FL	32301	35,000
393	BBBY	Dulles	45575 Dulles Eastern Plaza Ste 154	Dulles	VA	20166	35,000
394	BBBY	Yonkers	2141 Central Park Avenue	Yonkers	NY	10710	40,000
400	BBBY	Destin	4441 Commons Drive East	Destin	FL	32541	34,273
402	BBBY	Greendale	5445 South 76Th Street	Greendale	WI	53129	33,014
404	BBBY	Frisco	2930 Preston Road Suite 400	Frisco	TX	75034	35,000
405	BBBY	Huntsville	6888 Governors West	Huntsville	AL	35806	30,000
407	BBBY	Bakersfield	5000 Stockdale Highway	Bakersfield	CA	93309	30,500
412	BBBY	Seal Beach	12390 Seal Beach Blvd	Seal Beach	CA	90740	27,060
414	BBBY	Apple Valley	14910 Florence Trail	Apple Valley	MN	55124	30,339
417	BBBY	Puyallup	4102 D South Meridian Street	Puyallup	WA	98373	32,920
418	BBBY	Wilmington	352 South College Rd Unit 10B	Wilmington	NC	28403	30,405
422	BBBY	Henderson	621 Marks Street	Henderson	NV	89014	29,990
424	BBBY	Port Charlotte	18700 Veterans Blvd Unit 14	Port Charlotte	FL	33954	24,971
426	BBBY	Onslow	1305 Western Blvd	Jacksonville	NC	28546	23,000
428	BBBY	Clive	11101 University Ave Suite A	Clive	IA	50325	35,035
430	BBBY	Northwoods	1730 N Loop 1604 E Suite 107	San Antonio	TX	78232	30,256
431	BBBY	Tanasbourne	18043 Nw Evergreen Parkway	Hillsboro	OR	97006	34,487
432	BBBY	Exton	108 Bartlett Avenue	Exton	PA	19341	34,571
433	BBBY	South Portland	200 Running Hill Road Suite 4	South Portland	ME	04106	30,448
435	BBBY	Matthews	10530 Northeast Parkway	Matthews	NC	28105	25,000
436	BBBY	Aurora	5560 South Parker Road	Aurora	CO	80015	34,980
437	BBBY	Anderson Station	146 Station Drive	Anderson	SC	29621	22,398
439	BBBY	Crofton	2382 Brandermill Blvd Suite102	Gambrills	MD	21054	28,000
442	BBBY	Kirby	3102 Kirby Drive	Houston	TX	77098	31,000
449	BBBY	Warrington	1015 Main Street	Warrington	PA	18976	33,808
450	BBBY	Auburn	366 Southbridge Street	Auburn	MA	01501	22,325
454	BBBY	Fort Lauderdale	2701 N Federal Highway	Fort Lauderdale	FL	33306	34,500

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Store #	Concept/ Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
456	BBBY	Maple Grove	7950 Wedgewood Lane N	Maple Grove	MN	55369	29,706
462	BBBY	Centerville	6142 Wilmington Pike	Dayton	OH	45459	28,105
470	BBBY	Columbus Park	5555 Whittlesey Blvd Ste 1400	Columbus	GA	31909	25,000
475	BBBY	Torrance	2595 Pacific Coast Highway	Torrance	CA	90505	39,061
476	BBBY	West Nashville	7657 Highway 70 South Suite112	Nashville	TN	37221	20,060
477	BBBY	Route 46	545 Route 46	Totowa	NJ	07512	59,847
482	BBBY	Woodbury	8250 Tamarack Village	Woodbury	MN	55125	29,530
485	BBBY	Best In The West	2100 N Rainbow Blvd Suite 110	Las Vegas	NV	89108	28,337
486	BBBY	Skokie	5545 W Touhy Avenue	Skokie	IL	60077	36,500
487	BBBY	Hyannis	65 Independence Drive	Hyannis	MA	02601	36,570
490	BBBY	Primrose	3308 S Glenstone Avenue	Springfield	MO	65804	30,050
492	BBBY	Metairie	4410 Veterans Memorial Blvd	Metairie	LA	70006	52,053
497	BBBY	Mc Donough	1898 Jonesboro Road	Mcdonough	GA	30253	19,978
502	BBBY	Corpus Christi	4717 S Padre Island Dr Suite F	Corpus Christi	TX	78411	26,300
503	BBBY	Summerlin Center	2315 Summa Drive #180	Las Vegas	NV	89135	32,064
504	BBBY	Woodlands	1560 Lake Woodlands Drive	The Woodlands	TX	77380	34,929
507	BBBY	Sands	3640 Long Beach Road	Oceanside	NY	11572	37,236
514	BBBY	Mesquite	2705 N Mesquite Drive	Mesquite	TX	75150	25,378
518	BBBY	Vero Beach	6150 20Th Street	Vero Beach	FL	32966	21,843
523	BBBY	Ocala	2701 Sw College Road Suite 400	Ocala	FL	34474	20,000
524	BBBY	Santa Fe	4250 Cerrillos Road Suite 1214	Santa Fe	NM	87507	25,000
525	BBBY	Pensacola	5450 N 9Th Avenue	Pensacola	FL	32504	28,585
529	BBBY	Savannah	7400 Abercorn Street Suite 201	Savannah	GA	31406	35,005
535	BBBY	Mc Allen	620 E Expressway 83	Mc Allen	TX	78503	31,647
538	BBBY	Riverside	3700 Tyler Street Suite 14	Riverside	CA	92503	30,248
539	BBBY	Redwood City	1950 El Camino Real	Redwood City	CA	94063	25,000
540	BBBY	Capitola	3555 Clares Street Suite J	Capitola	CA	95010	24,380
542	BBBY	Nashua	261 Daniel Webster Hwy Unit 1	Nashua	NH	03060	37,857
544	BBBY	Edmond	412 S Bryant Avenue	Edmond	OK	73034	22,000
550	BBBY	Newport	288 East Main Road	Middletown	RI	02842	25,373
551	BBBY	Bradenton	825 Cortez Road West	Bradenton	FL	34207	25,395
556	BBBY	St. Augustine	320 Cbl Drive	St Augustine	FL	32086	20,000
557	BBBY	Denton	2315 Colorado Blvd Suite 180	Denton	TX	76205	30,281
558	BBBY	Chattanooga	2040 Hamilton Place Blvd	Chattanooga	TN	37421	28,000
559	BBBY	Coeur D Alene	440 W Wilbur Avenue	Coeur D Alene	ID	83815	20,215
560	BBBY	Morganton Road	5075 Morganton Road Suite 9C	Fayetteville	NC	28314	29,427
562	BBBY	Eureka	3300 Broadway Space #340	Eureka	CA	95501	25,759
564	BBBY	Westfield	1950 6 Greyhound Pass	Carmel	IN	46033	24,350
569	BBBY	Country Club Plaza	2725 Marconi Ave	Sacramento	CA	95821	24,000
571	BBBY	Lakeline	11066 Pecan Park Blvd Bldg 1	Cedar Park	TX	78613	34,361
573	BBBY	Scottsdale	7000 E Mayo Blvd Building 12	Phoenix	AZ	85054	35,000
577	BBBY	San Patricio	100 Ave San Patricio	Guaynabo	PR	00966	40,500
579	BBBY	Miami International	10640 Nw 19Th Street	Miami	FL	33172	28,053
585	BBBY	College Station	1430 Texas Avenue South	College Station	TX	77840	24,722
589	BBBY	Gulfport	3951 Promenade Parkway	Diberville	MS	39540	23,437
591	BBBY	Avondale	10060 W Mc Dowell Road	Avondale	AZ	85323	25,063
592	BBBY	West Ashley	946 Orleans Road Suite E1	Charleston	SC	29407	23,683
605	BBBY	Parker	11435 Twenty Mile Road	Parker	CO	80134	23,000
606	BBBY	Surprise	13723 W Bell Road	Surprise	AZ	85374	25,000
611	BBBY	Murfreesboro	2615 Medical Cntr Prkwy St1200	Murfreesboro	TN	37129	25,625
615	BBBY	Abilene	3417 Catclaw Drive	Abilene	TX	79606	18,043
623	BBBY	Frankfort	11165 W Lincoln Highway	Frankfort	IL	60423	25,000
626	BBBY	Idaho Falls	3011 S 25Th East	Idaho Falls	ID	83406	20,062
632	BBBY	Lubbock	2624 W Loop 289	Lubbock	TX	79407	29,954
756	BBBY	Bedford	5 Colby Court Unit 3	Bedford	NH	03110	35,753
762	BBBY	Traverse City	3301 N Us 31 South	Traverse City	MI	49684	25,000
765	BBBY	Fredericksburg	3700 Plank Road	Fredericksburg	VA	22407	28,977
766	BBBY	Oracle	6310 N Oracle Road	Tucson	AZ	85704	31,638
768	BBBY	North Cincinnati	5800 Deerfield Road	Mason	OH	45040	30,000
769	BBBY	Waco	4633 S Jack Kultgen Exwy St102	Waco	TX	76706	25,187
771	BBBY	West Omaha	255 N 170Th Street	Omaha	NE	68118	30,000
772	BBBY	Myrtle Beach	2400 Coastal Grand Circle	Myrtle Beach	SC	29577	25,121
774	BBBY	Patterson Place	3616 Witherspoon Blvd. Suite 103	Durham	NC	27707	33,839

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775	BBBY	Bethlehem	4449 Southmont Way	Easton	PA	18045	28,159
776	BBBY	Redlands	27450 Lugonia Avenue	Redlands	CA	92374	28,445
777	BBBY	St. George	844 W Telegraph Street	Washington City	UT	84780	22,054
780	BBBY	Potomac Mills	14101 Crossing Place	Woodbridge	VA	22192	35,000
783	BBBY	Riverdale	4113 Riverdale Road	Ogden	UT	84405	23,046
800	BBBY	Sir Barton Way	2321 Sir Barton Way, Suite 120	Lexington	KY	40509	35,000
808	BBBY	Kissimmee	3212 North John Young Parkway	Kissimmee	FL	34741	24,897
810	BBBY	Somerville	119 Middlesex Avenue	Somerville	MA	02145	38,012
812	BBBY	Bend	63455 N. Highway 97, Suite 113	Bend	OR	97703	22,859
820	BBBY	Goleta	189 North Fairview Ave	Goleta	CA	93117	23,922
821	BBBY	Ventura	4040 East Main Street	Ventura	CA	93003	27,718
825	BBBY	Mc Kinney	2975 Craig Drive	Mckinney	TX	75072	28,016
832	BBBY	Raleigh Triangle	3604 Sumner Blvd, Suite 104	Raleigh	NC	27616	32,000
833	BBBY	Viera	2291 Town Center Ave, Suite 101	Melbourne	FL	32940	24,329
837	BBBY	Brookfield	14 Candlewood Lake Road	Brookfield	CT	06804	37,640
838	BBBY	Highlands Ranch	9315 Dorchester Street, Suite 100	Highlands Ranch	CO	80129	23,000
839	BBBY	Green Bay	825 Pilgrim Way Suite B	Green Bay	WI	54304	24,296
841	BBBY	Concord	10 Loudon Road	Concord	NH	03301	23,325
1002	BBBY	San Antonio	6001 Nw Loop 410 Suite #120	San Antonio	TX	78238	28,000
1011	BBBY	Aberdeen	200 Aberdeen Commons, 11088 Us 15-501 Highv	Aberdeen	NC	28315	22,975
1014	BBBY	Moreland Avenue	1235 Caroline Street Ne	Atlanta	GA	30307	23,606
1021	BBBY	Omaha	1220 South 71St Street	Omaha	NE	68106	32,000
1024	BBBY	Rockwall	963 East Interstate Highway 30	Rockwall	TX	75087	23,000
1028	BBBY	Lakeland	1500 Town Center Drive	Lakeland	FL	33803	30,000
1030	BBBY	La Quinta	79-110 Hwy 111	La Quinta	CA	92253	30,000
1033	BBBY	Gilbert	2793 S Market St, Suite 101	Gilbert	AZ	85296	31,957
1035	BBBY	Turkey Creek	11263 Parkside Drive, Suite 612	Knoxville	TN	37934	25,000
1044	BBBY	Plymouth	200 Colony Place	Plymouth	MA	02360	25,072
1053	BBBY	Crestview Hills	2757 Town Center Blvd	Crestview Hills	KY	41017	26,989
1056	BBBY	Hamburg	3701 Mckinley Parkway	Blasdel	NY	14219	25,000
1059	BBBY	Clarence	4401 Transit Road	Williamsville	NY	14221	30,000
1069	BBBY	Cypress	25839 Us Highway 290	Cypress	TX	77429	30,000
1073	BBBY	Kalispell	2411 Highway 93 North	Kalispell	MT	59901	23,000
1077	BBBY	Camelback	1919 East Camelback Road, Suite #128	Phoenix	AZ	85016	22,660
1082	BBBY	Franklin Park	5135 Monroe Street	Toldeo	OH	43623	32,154
1091	BBBY	Rio Grande	3201 Rt 9 South, Unit B	Rio Grande	NJ	08242	22,600
1094	BBBY	Akers Mills	2955 Cobb Parkway, Suite 110	Atlanta	GA	30339	29,000
1096	BBBY	Clifton	404 State Route 3	Clifton	NJ	07014	24,080
1097	BBBY	Murrieta	24450 Village Walk Place	Murrieta	CA	92562	33,000
1107	BBBY	San Marcos	1050 Mckinley Place Dr, Bldg 2, Suite 220	San Marcos	TX	78666	23,000
1108	BBBY	Longmont	205 Ken Pratt Blvd., Suite 240	Longmont	CO	80501	28,028
1110	BBBY	Miracle Market Place	3301 Coral Way	Miami	FL	33145	30,250
1112	BBBY	Rutland	322 Route 7 South	Rutland	VT	05701	24,000
1115	BBBY	Bozeman	2155 West Cattail St	Bozeman	MT	59718	19,711
1117	BBBY	Conroe	2920 Interstate 45 N.	Conroe	TX	77303	24,686
1119	BBBY	Peachtree City	1245 North Peachtree Parkway	Peachtree City	GA	30269	23,401
1125	BBBY	North Naples	13585 Tamiami Trail N. Unit #6	Naples	FL	34110	25,002
1126	BBBY	North Greensboro	1618 Highwoods Blvd	Greensboro	NC	27410	30,000
1127	BBBY	Keizer	6180 Ulali Drive	Keizer	OR	97303	28,048
1129	BBBY	Olympia	2405 4Th Avenue West	Olympia	WA	98502	28,000
1130	BBBY	East Vancouver	16701 South East Mill Plain Blvd	Vancouver	WA	98684	28,000
1133	BBBY	Cottonwood Commons	3601 Old Airport Road, Suite A	Albuquerque	NM	87114	28,000
1138	BBBY	Jacksonville Beach	4054 South 3Rd Street	Jacksonville Beach	FL	32250	29,000
1142	BBBY	Rogers	2203 Promenade Boulevard, Suite 20210	Rogers	AR	72758	30,000
1143	BBBY	East Colonial	3228 East Colonial Drive	Orlando	FL	32803	27,761
1149	BBBY	Sioux Falls	3800 South Louise Ave, Suite 2	Sioux Falls	SD	57106	40,843
1150	BBBY	Augusta	42 Whitten Road, Suite 1	Augusta	ME	04330	25,846
1154	BBBY	Petoskey	910 Spring Street	Petoskey	MI	49770	21,000
1157	BBBY	Missoula	3017 Paxson Street	Missoula	MT	59801	21,641
1161	BBBY	Mueller	1201 Barbara Jordan Blvd, Suite 200	Austin	TX	78723	25,000
1162	BBBY	202 & Dobson	837 North Dobson Road	Mesa	AZ	85201	30,000
1175	BBBY	Anchorage	601 E Dimond Blvd	Anchorage	AK	99518	29,486
1177	BBBY	Dc Usa	3100 14Th Street Nw	Washington	DC	20010	33,940

Bed Bath & Beyond.2023.Wave 5
Exhibit A

Store List

Store #	Concept/ Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
1179	BBBY	Mooreville	627 River Highway	Mooreville	NC	28117	28,000
1190	BBBY	Gulf Shores	3800 Gulf Shores Parkway, Suite 300	Gulf Shores	AL	36542	25,000
1203	BBBY	Willowbrook	7175 Kingery Highway	Willowbrook	IL	60527	28,000
1207	BBBY	Northgate Mall	401 Ne Northgate Way Suite 2100	Seattle	WA	98125	28,176
1209	BBBY	Wesley Chapel	5845 Wesley Grove Boulevard	Wesley Chapel	FL	33544	30,000
1212	BBBY	Euless	2800 Highway 121 Suite 600	Euless	TX	76039	28,000
1227	BBBY	Foxboro	330 Patriot Place	Foxborough	MA	02035	30,000
1234	BBBY	Lady Lake	546 N. Highway 441	Lady Lake	FL	32159	28,000
1237	BBBY	Morehead City	5160 Highway 70 Suite 600	Morehead City	NC	28557	20,400
1244	BBBY	Portsmouth	100 Durgin Lane	Portsmouth	NH	03801	37,843
1258	BBBY	Hingham	9 Shipyard Drive	Hingham	MA	02043	28,102
1259	BBBY	Flowood	760 Mackenzie Lane	Flowood	MS	39232	25,000
1260	BBBY	Sandy	10433 South State Street	Sandy	UT	84070	28,000
1265	BBBY	Warner Robins	3060 Watson Boulevard	Warner Robins	GA	31093	20,000
1266	BBBY	Bear Valley Road	18815 Bear Valley Road	Apple Valley	CA	92308	25,000
1268	BBBY	University Town Center	111 N Cattlemen Rd	Sarasota	FL	34243	35,029
1291	BBBY	West El Paso	655 Sunland Park Drive, Suite I	El Paso	TX	79912	25,002
1304	BBBY	Cape Coral	1827 Ne Pine Island Road	Cape Coral	FL	33909	27,978
1305	BBBY	Palm Springs	5200 E. Ramon Road Building B	Palm Springs	CA	92264	28,245
1307	BBBY	Prescott	3250 Gateway Blvd Ste. 508	Prescott	AZ	86303	30,078
1308	BBBY	Schererville	124 Us Highway 41	Schereville	IN	46375	34,163
1309	BBBY	Hamilton	160 Marketplace Boulevard	Hamilton	NJ	08691	30,704
1310	BBBY	Billings	2821 King Ave West	Billings	MT	59102	35,115
1312	BBBY	Collierville	4610 Merchants Park Circle Suite 501	Collierville	TN	38017	28,307
1313	BBBY	Southaven	6400 Towne Center Loop	Southaven	MS	38671	25,080
1314	BBBY	Riverhead	1440 Old Country Road Suite 300	Riverhead	NY	11901	30,031
1317	BBBY	The Forum	8262 Agora Parkway	Selma	TX	78154	34,000
1321	BBBY	Durango	800 South Camino Del Rio	Durango	CO	81301	25,492
1326	BBBY	Pearlridge	145 Kaonohi St	Aiea	HI	96701	45,901
1327	BBBY	Stroudsburg	143 Radio Drive	Stroudsburg	PA	18360	25,192
1331	BBBY	Lancaster	2350 Lincoln Highway East Suite 100	Lancaster	PA	17602	42,923
1333	BBBY	Rapid City	1365 Eglin Street	Rapid City	SD	57701	23,400
1336	BBBY	Burlington	1915 Marketplace Drive	Burlington	WA	98233	27,203
1338	BBBY	Winter Garden	3215 Daniels Road	Winter Garden	FL	34787	28,633
1341	BBBY	Christiana	331 West Main Street	Newark	DE	19702	37,500
1365	BBBY	Longview	422 W Loop 281 Suite 200	Longview	TX	75605	24,960
1367	BBBY	Panama City Beach, Fl	15600 Panama City Beach Pkwy	Panama City Beach	FL	32413	23,774
1372	BBBY	Silverdale	9991 Mickelberry Road Nw	Silverdale	WA	98383	28,900
1392	BBBY	Denham Springs	10129 Crossing Way Suite 420	Denham Springs	LA	70726	23,400
1403	BBBY	Flower Mound	6101 Long Prairie Rd Suite 200	Flower Mound	TX	75028	29,967
1405	BBBY	Holly Springs	208 Grand Hill Place	Holly Springs	NC	27540	23,400
1409	BBBY	Tuscaloosa	1320 Mcfarland Blvd E Bldg 300	Tuscaloosa	AL	35404	23,000
1422	BBBY	Rehoboth Beach	30134 Veterans Way	Rehoboth Beach	DE	19971	23,550
3001	BABY	Rockville	1683 Rockville Pike	Rockville	MD	20852-1619	42,296
3002	BABY	Scarsdale	1019 Central Park Ave	Scarsdale	NY	10583	32,200
3003	BABY	Paramus	34 East Ridgewood Ave	Paramus	NJ	07652-3613	63,479
3005	BABY	Westbury	895 East Gate Blvd	Garden City	NY	11530-2104	50,000
3006	BABY	Totowa	545 Route 46 West	Totowa	NJ	07512-1735	33,766
3007	BABY	Manhattan	3 Enterprise Ave N. Suite 3	Secaucus	NY	07094	34,532
3008	BABY	Springfield	6398 Springfield Plaza	Springfield	VA	22150-3431	28,000
3009	BABY	Downers Grove	1556 Butterfield Road	Downers Grove	IL	60515-1003	35,445
3010	BABY	Cherry Hill	1590 Kings Highway North	Cherry Hill	NJ	08034	30,226
3011	BABY	Utica	13361 Hall Road, Suite 102	Utica	MI	48315-5884	32,180
3012	BABY	Canton	42595 Ford Road	Canton	MI	48187-3381	32,000
3013	BABY	Columbus (Easton)	3749 Easton Market	Columbus	OH	43219-6023	27,430
3015	BABY	Coral Springs	2035 N. University Drive	Coral Springs	FL	33071-6132	22,865
3016	BABY	Greenwood	1230 N. Us 31, Suite A	Greenwood	IN	46142-4501	31,168
3017	BABY	Schaumburg, Il	580 E. Golf Road	Schaumburg	IL	60173-4442	32,800
3018	BABY	Austin	5400 Brodie Lane, Suite 400	Austin	TX	78745-2526	28,730
3019	BABY	Augusta, Ga	242 Robert C. Daniels Jr. Parkway	Augusta	GA	30909-0803	26,735
3021	BABY	Plano, Tx	2712 N. Central Expressway	Plano	TX	75074	28,008
3022	BABY	Chandler, Az	2640 W. Chandler Blvd.	Chandler	AZ	85224	35,606
3023	BABY	Scottsdale, Az	10080 N. 90Th Street	Scottsdale	AZ	85258	34,920

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Store List							
Store #	Concept/ Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
3024	BABY	Carolina Pavillion, Nc	9555 South Blvd	Charlotte	NC	28273-6901	31,278
3025	BABY	Flagler	8241 West Flagler Street, Suite 100	Miami	FL	33144	29,953
3026	BABY	Whitehall (Allentown), Pa	1915 Whitehall Mall	Whitehall	PA	18052-5119	30,322
3027	BABY	Addison	13900 Dallas Parkway	Dallas	TX	75240-4323	33,586
3028	BABY	Nashua	213 Daniel Webster Highway	Nashua	NH	03060-6600	30,491
3029	BABY	Brandon	11345 Causeway Blvd	Brandon	FL	33511-2904	35,150
3031	BABY	Hoover	4351 Creekside Ave.	Hoover	AL	35244-5019	33,843
3033	BABY	Alpharetta	7121 North Point Parkway	Alpharetta	GA	30022-8255	40,787
3034	BABY	San Jose	5353 Almaden Expressway Suite A 100	San Jose	CA	95118-3637	37,849
3036	BABY	Colonie	1440 Central Avenue	Colonie	NY	12205-5118	37,210
3037	BABY	Bridgewater	711 Route 28	Bridgewater	NJ	08807-2401	32,206
3038	BABY	Brookfield	665 Main Street	Brookfield	WI	53005	32,888
3039	BABY	Frisco	2930 Preston Rd Suite 600	Frisco	TX	75034-9055	32,746
3040	BABY	Crystal Lake	5540 Northwest Hwy	Crystal Lake	IL	60014-8016	27,000
3042	BABY	Lexington	2321 Sir Barton Way Suite 110	Lexington	KY	40509-2434	32,498
3043	BABY	Temecula	40438 Winchester Road	Temecula	CA	92591	28,897
3044	BABY	North Cincinnati (Deerfield)	5255 Deerfield Blvd.	Mason	OH	45040-2509	27,400
3046	BABY	Christiana	501 West Main St.	Newark	DE	19702-1534	30,057
3047	BABY	Grand Rapids (Kentwood)	4100 28Th Street Se	Kentwood	MI	49512-1904	34,500
3048	BABY	Fresno	7458 N Blackstone Ave	Fresno	CA	93720-4301	28,037
3049	BABY	Pembroke Pines	11360 Pines Blvd	Pembroke Pines	FL	33026-4102	31,000
3050	BABY	Morrisville	3121 Market Center Drive	Morrisville	NC	27560	25,000
3051	BABY	Rivers Edge	4030 East 82Nd Street	Indianapolis	IN	46250	26,148
3052	BABY	Hurst	1451 West Pipeline Road	Hurst	TX	76053-4628	33,862
3053	BABY	Tulsa	10017 East 71St Street	Tulsa	OK	74133-3210	28,000
3054	BABY	Fort Worth	4648 Sw Loop 820	Fort Worth	TX	76109	29,549
3055	BABY	Pleasant Hill	3250 Buskirk Ave Suite 300A	Pleasant Hill	CA	94523-7309	30,163
3056	BABY	Snellville	1670 Scenic Hwy N Suite 124	Snellville	GA	30078-2132	28,790
3057	BABY	Overland Park	12055 Metcalf Avenue	Overland Park	KS	66213-1121	30,000
3058	BABY	Elk Grove	7621 Laguna Blvd	Elk Grove	CA	95758-5061	31,079
3060	BABY	Braintree	160 Granite St.	Braintree	MA	02184-1747	33,508
3062	BABY	Independence	20000 East Jackson Drive	Independence	MO	64057-1568	28,245
3063	BABY	Encinitas	1014 N El Camino Real	Encinitas	CA	92024	27,260
3064	BABY	Naperville	324 S Route 59	Naperville	IL	60540-3924	22,903
3065	BABY	Woodbury	9160 Hudson Road	Woodbury	MN	55125-7001	28,487
3066	BABY	Sandy	10230 South State Street	Sandy	UT	84070-4115	32,928
3067	BABY	Webster	19801 Gulf Freeway Suite 800	Webster	TX	77598-3802	30,000
3070	BABY	Ballwin	15355A Manchester Road	Ballwin	MO	63011-3026	28,150
3071	BABY	Jacksonville	8801 Southside Blvd Unit 10	Jacksonville	FL	32256-0796	25,000
3072	BABY	Altamonte Springs	130 E Altamonte Dr Suite 1000	Altamonte Springs	FL	32701-4324	27,013
3073	BABY	W Des Moines	4100 University Ave Ste 115	West Des Moines	IA	50266-5958	25,938
3074	BABY	E. Colonial (Orlando)	3206 East Colonial Drive	Orlando	FL	32803-5121	25,205
3076	BABY	Torrance	3700 Torrance Blvd.	Torrance	CA	90503-4808	36,566
3080	BABY	Potomac Mills	2700 Potomac Mills Circle, Suite 100	Woodbridge	VA	22192-4651	38,243
3081	BABY	West Long Branch	310 Route 36	West Long Branch	NJ	07764-1026	22,223
3083	BABY	Amherst	1261 Niagara Falls Blvd Ste 1	Amherst	NY	14226-1160	29,484
3084	BABY	Mission Viejo	25322 El Paseo	Mission Viejo	CA	92691-6906	36,033
3086	BABY	Knoxville	202 Morrell Road	Knoxville	TN	37919-5876	25,000
3087	BABY	Albuquerque	2451 San Mateo Blvd Ne Suite C	Albuquerque	NM	87110-4417	27,839
3088	BABY	Roseville	1120 Galleria Blvd Suite 160	Roseville	CA	95678-1992	29,436
3090	BABY	Maplewood	3200 Laclede Station Suite D	St Louis	MO	63143-3709	24,638
3091	BABY	Willowbrook	17355 Tomball Parkway Suite 1K	Houston	TX	77064-1180	29,250
3092	BABY	Deptford	1745 Deptford Center Road	Deptford	NJ	08096-5662	24,963
3093	BABY	Beachwood (Harvard Park)	4045 Richmond Road	Warrens Heights	OH	44122-6048	25,446
3094	BABY	Livingston	530 W Mount Pleasant Avenue	Livingston	NJ	07039-1740	25,356
3095	BABY	Yorba Linda	22999 Savi Ranch Parkway	Yorba Linda	CA	92887-3095	25,418
3096	BABY	Rancho Cucamonga	11530 4Th Street Suite 125	Rancho Cucamonga	CA	91730-3096	24,000
3097	BABY	Redlands	27651 San Bernardino Ave Ste 110	Redlands	CA	923745030	22,047
3098	BABY	Tukwila	17686 Southcenter Parkway	Tukwila	WA	98188-3705	25,165
3099	BABY	West Hills	6621 Fallbrook Avenue, Unit B	West Hills	CA	91307-3520	20,500
3100	BABY	Kennesaw	2555 Cobb Place Lane Nw Ste 50	Kennesaw	GA	30144-6871	25,526
3101	BABY	Omaha	12204 K Plaza	Omaha	NE	68137	25,032
3103	BABY	Montgomeryville	751 Horsham Rd Unit B1	Landsdale	PA	19446-6489	23,084

Bed Bath & Beyond.2023.Wave 5
Exhibit A

Store List

Store #	Concept/ Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
3104	BABY	Wichita	2756 N Greenwich Ct	Wichita	KS	67226-3104	14,931
3105	BABY	Aurora	6492 South Parker Road	Aurora	CO	80016-1080	23,505
3106	BABY	Southlake	2901 East State Hwy 114	Southlake	TX	76092-6694	23,428
3108	BABY	Daly City	149 Serramonte Center	Daly City	CA	94015-3108	22,006
3109	BABY	Katy	24600 Katy Fwy Suite 200	Katy	TX	77494-3109	23,000
3110	BABY	Franklin	2000 Mallory Lane, Suite 400	Franklin	TN	37067-8208	23,947
3111	BABY	Pharr (McAllen)	500 N Jackson Road #A2	Pharr	TX	78577	25,056
3112	BABY	Summerlin	2315 Summa Drive Suite 120	Las Vegas	NV	89135-1460	26,315
3113	BABY	Dulles Landing (Chantilly)	24670 Dulles Landing Dr., Unit 130	Dulles	VA	20166-2628	23,205
3115	BABY	Fayetteville	2716 Freedom Parkway Drive	Fayetteville	NC	28314-3115	18,294
3116	BABY	Dayton	6146 Wilmington Pike	Dayton	OH	45459-7007	20,082
3117	BABY	Cedar Park	5001 183A Toll Road Suite I100	Cedar Park	TX	78613-7937	26,036
3118	BABY	Chula Vista	1660 Millenia Ave	Chula Vista	CA	91915	15,000
3119	BABY	Arrowhead	7375 W Bell Rd	Peoria	AZ	85382	21,315
3120	BABY	Baton Rouge	5919 Bluebonnet Blvd	Baton Rouge	LA	70836	18,300
3121	BABY	West Hartford	1433 New Britain Avenue	West Hartford	CT	06110	24,910
3122	BABY	Humble	20416 Highway 59N	Humble	TX	77338-3122	34,875
3124	BABY	Beaverton	3485 Sw Cedar Hills Blvd S170	Beaverton	OR	97005-1309	17,595
3125	BABY	San Antonio	522 Northwest Loop 410, Suite 108	San Antonio	TX	78216-5551	20,086
3126	BABY	Stafford	12710 Fountain Lake Circle	Stafford	TX	77477-3705	18,283
3128	BABY	Clackamas	12535 Se 82Nd Ave., Suite B	Clackamas	OR	97015-9734	16,968
3129	BABY	Westlake (Crocker Park)	292 Main Street	Westlake	OH	44145-3129	14,400
3130	BABY	Woodbridge	675 Us Highway 1S, Suite 1	Iselin	NJ	08830-3152	21,794
3131	BABY	Concord	8062 Concord Mills Blvd., Suite 20	Concord	NC	28027-4417	17,920
3132	BABY	Littleton	5134 South Wadsworth Blvd.	Lakewood	CO	80123	23,024
3134	BABY	Tyler	8934 S. Broadway Ave., Ste 448	Tyler	TX	75703-5420	23,595
3136	BABY	Henderson	535 N. Stephanie Street	Henderson	NV	89014-6613	20,008
3137	BABY	Southfield	28512 Telegraph Road	Southfield	MI	48034	25,000
3138	BABY	Westminster	9350 North Sheridan Blvd.	Westminster	CO	80031-6304	25,343
3139	BABY	Madison	201 Junction Rd	Madison	WI	53717	22,192
3140	BABY	Granger	435 E. University Drive	Granger	IN	46530	24,779

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Bed Bath & Beyond.2023.Wave 5
Exhibit B

Expense Budget (1)

	Total Wave 5
<u>Advertising</u>	
Media	3,583,514
Signs (2)	4,162,018
Sign Walkers	4,354,800
Subtotal Advertising	<u>12,100,332</u>
<u>Supervision</u>	
Fees / Wages / Expenses (3)	<u>11,722,250</u>
Subtotal Supervision	<u>11,722,250</u>
Miscellaneous /Legal (4)	240,000
Total Expenses	<u><u>24,062,582</u></u>

Notes:

1. This Expense Budget contemplates a sale term of April, 26, 2023 through July 30, 2023. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.
2. Includes Sales Tax.
3. Includes Deferred Compensation and Insurance.
4. Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.

EXHIBIT C

For purposes of calculating “Net Recovery”, (1) “Expenses” of the Sale shall mean those Store-level operating expenses directly attributable to and which arise during the Sale Term, limited to the following: (a) actual Occupancy Expenses for the Stores on a per location and per diem basis, plus the portion of any percentage rent obligations allocable to the sale of Merchandise and Additional Consultant Goods during the Sale; (b) actual wages and commissions for all Store-level employees used in conducting the Sale for actual days/hours worked during the Sale Term; (c) amounts payable by Merchant for benefits for Store-level employees used in conducting the Sale (including payroll taxes, FICA, unemployment taxes, workers’ compensation and health care insurance benefits); (d) all costs and expenses associated with Agent’s on-site supervisors; (e) all costs and expenses associated with advertising of the Sale, including banners, sign-walkers, and interior and exterior signs that are produced for the Sale, other promotional costs including, without limitation, email blasts, digital advertising, television, ROP, other advertising and direct mail attributable to the Sale and ordered or requested by Agent; (f) postage/overnight delivery/courier charges to and from or among the Stores to the extent relating to the Sale; (g) credit card and bank card fees, chargebacks, and discounts relating to the Sale; (h) any and all costs of moving, transferring, or consolidating Merchandise between the Stores; (i) a pro rata portion for the Sale Term of Merchant’s premiums in respect of general liability, casualty, property, inventory, and other insurance policies attributable to the Merchandise, the Stores and the Distribution Centers; (j) third-party payroll processing fees associated with the Sale; (k) armored car service and security personnel; (l) Agent’s (i) actual cost of capital, (ii) reasonable legal fees and expenses attributable to the Sale Term, and (iii) bank fees and wire charges; and (m) [Reserved]; and (2) “Expenses” of the Sale shall exclude “Central Service Expenses” and “Distribution Center Expenses”.

As used herein, the following terms have the following meanings:

“Central Service Expenses” means costs and expenses for Merchant’s Central Services.

“Central Services” means those Merchant central administrative services necessary for the conduct and support of the Sale, including, but not limited to, use or and access to Merchant’s: (i) inventory control system, (ii) payroll system, (iii) accounting system, (iv) office facilities, (v) MIS and POS services, (vi) cash and inventory reconciliation, (vii) central administrative services and personnel to process and perform sales audit, banking, and other normal course administrative services customarily provided to or for the benefit of operating the Stores and Distribution Centers and including data processing and reporting, email preparation and distribution, information technology and e-commerce platform updates, functionality, and maintenance, (viii) such other central office services reasonably necessary (in the reasonable judgment of the Agent) for the Sale, and (vii) to use reasonably sized offices located at Merchant’s central office facility to effect the Sale.

“Distribution Center Expenses” means the actual costs and expenses, including use and Occupancy Expenses and Distribution Center employee payroll and other obligations, of the operations of the Distribution Centers, and the actual costs and expenses (including outbound freight) related to the processing, transfer, and consolidation of Merchandise and supplies in the Distribution Centers and from the Distribution Centers to the Stores.

“Occupancy Expenses” means rent, percentage rent, common-area maintenance, landlord promotional fees, real estate and use taxes, merchant association dues and charges, HVAC, utilities, telecom/telephone charges, point-of-sale systems maintenance, store security systems, routine repairs and maintenance, taxes and licenses, costs of all local, long-distance, and international telephone, satellite broadband connections, T-1 lines, broadband internet, and other telecommunications services, trash removal (to the extent excluded as a fixed charge component of lease obligation), snow removal, and ordinary course third-party cleanings, and pest control services.

Schedule 1-B

BBB Consulting Agreement



March 2, 2021

VIA EMAIL

Derek Dervish
Vice President – Asset Management
Buy Buy Baby, Inc.
650 Liberty Ave.
Union, NJ 07083
Email: derek.dervish@bedbath.com

Re: **Letter Agreement Governing Inventory Disposition**

Dear Derek:

By executing below, this letter shall serve as an agreement (“Agreement”) between Hilco Merchant Resources, LLC, on the one hand (“Agent” or a “Party”), and Buy Buy Baby, Inc., on the other hand (“Merchant” or a “Party” and together with the Agent, the “Parties”), under which Agent shall act as the exclusive agent for the purpose of conducting a sale of certain Merchandise (as defined below) at the Merchant’s stores set forth on Work Orders issued by Merchant and agreed to by Agent from time to time (each a “Store” and collectively, the “Stores”) through a “Store Closing”, “Everything Must Go”, “Everything on Sale” or similar themed sale (the “Sale”). The Parties hereby agree that the list of Stores on a Work Order may be supplemented from time to time by written amendment to this Agreement executed in accordance with the foregoing in which case any Store added to a Work Order shall be deemed a “Store” for all purposes under this Agreement, and the Parties shall mutually agree upon any modifications to the Sale Term, Expense Budget(s), and other terms and conditions that may be necessary or appropriate in light of the additional retail store locations.

A. Merchandise

For purposes hereof, “Merchandise” shall mean all goods, saleable in the ordinary course, located in the Stores on the Sale Commencement Date (defined below). “Merchandise” does not mean and shall not include: (1) goods that belong to sublessees, licensees or concessionaires of Merchant; (2) owned furnishings, trade fixtures, equipment and improvements to real property that are located in the Stores (collectively, “FF&E”); (3) damaged or defective merchandise that cannot be sold; or (4) gift cards (third party and Merchant branded).

B. Sale Term

The initial Sale shall commence on such date as set forth in an applicable Work Order (the “Sale Commencement Date”) and conclude no later than such date as set forth in an applicable Work Order (the “Sale Termination Date”); provided, however, that the Parties may mutually agree in writing to extend or terminate the Sale at any Store prior to the Sale Termination Date. The period between the Sale Commencement Date and the Sale Termination Date shall be referred to as the “Sale Term.” At the conclusion of the Sale, Agent shall surrender the premises for each Store to Merchant

in broom clean condition and in accordance with the lease requirements for such premises, as directed by Merchant, in accordance with Section I herein. At the conclusion of the Sale at each Store, Agent shall photographically document the condition of each such Store. To the extent that the Sale as it pertains to a particular Store is delayed or interrupted because it is required to be closed due to the issuance of an order, rule, or regulation by a federal, state or local government agency related to COVID-19, the Sale Termination Date as to the affected Store shall be extended by the time period for which the Sale was delayed or interrupted.

C. Project Management

(i) Agent's Undertakings

During the Sale Term, Agent shall, in collaboration with Merchant, (a) provide qualified supervisors (the "Supervisors") engaged by Agent to oversee the management of the Stores; (b) determine appropriate point-of-sale and external advertising for the Stores, approved in advance by Merchant; (c) determine appropriate discounts of Merchandise, staffing levels for the Stores, approved in advance by Merchant, and appropriate bonus and incentive programs, if any, for the Stores' employees, approved in advance by Merchant; (d) oversee display of Merchandise for the Stores; (e) to the extent that information is available, evaluate sales of Merchandise by category and sales reporting and monitor expenses; (f) maintain the confidentiality of all proprietary or non-public information regarding Merchant in accordance with the provisions of the confidentiality agreement signed by the Parties; (g) assist Merchant in connection with managing and controlling loss prevention and employee relations matters; (h) assist Merchant with the creation and implementation of a customer transition program; (i) assist Merchant with determining the necessity for obtaining any applicable permits and governmental approvals to conduct the Sale, including working with Merchant to obtain each in a timely and orderly fashion and preparing or causing to be prepared all forms necessary to assist in Merchant's securing any applicable permits and governmental approvals necessary to conduct the Sale, the costs and expenses of which shall be paid by Merchant and shall be in addition to the costs and expenses set forth on the Expense Budget; (j) at Merchant's request, implement Agent's affiliate CareerFlex program for Merchant's Store level and other employees; and (k) provide such other related services deemed necessary or appropriate by Merchant and Agent.

Agent shall promptly substitute any Supervisors that Merchant finds to be unacceptable or unsuitable for any reason, in Merchant's sole discretion. Agent shall use reasonable means to ensure that the same Supervisors are assigned to Merchant's Stores for the duration of the Sale Term. In the event a Supervisor is replaced during the Sale Term, Agent will provide a new or replacement Supervisor with the same skill level as the Supervisor being replaced. Any new or replacement Supervisors assigned to Merchant's Stores during the Sale Term shall be subject to Merchant's reasonable approval. Merchant shall not be charged for any necessary training of new or replacement Supervisors. In the event that new or replacement Supervisors are not available, Agent shall reimburse Merchant for any training costs actually incurred by Merchant.

The Parties expressly acknowledge and agree that Merchant shall have no liability to the Supervisors for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Agent's hiring or engagement of the Supervisors, and the Supervisors shall not be considered employees of Merchant.

(ii) Merchant's Undertakings

During the Sale Term, Merchant shall (a) be the employer of the Stores' employees, other than the Supervisors; (b) pay all taxes, costs, expenses, accounts payable, and other liabilities relating to the Stores, the Stores' employees and other representatives of Merchant; (c) prepare and process all tax forms and other documentation; (d) collect all sales taxes and pay them to the appropriate taxing authorities for the Stores; (e) use reasonable efforts to cause Merchant's employees to cooperate with Agent and the Supervisors; (f) execute all agreements determined by the Merchant and Agent to be necessary or desirable for the operation of the Stores during the Sale; (g) arrange for the ordinary maintenance of all point-of-sale equipment required for the Stores; (h) apply for and obtain, with Agent's assistance and support, all applicable permits and authorizations (including landlord approvals and consents) for the Sale, including payment of all applicable costs and expenses associated therewith; (i) assist Agent with implementing the CareerFlex program for Merchant's Store level and other employees; and (j) ensure that Agent has quiet use and enjoyment of the Stores for the Sale Term in order to perform its obligations under this Agreement.

Merchant shall provide throughout the Sale Term central administrative services necessary for the Sale, including (without limitation) customary POS administration, sales audit, cash reconciliation, accounting, and payroll processing, all at no cost to Agent.

Merchant shall be responsible for providing direction to and supplies for the Stores in order to comply with federal, state and local COVID-19 related health and safety requirements, and Agent will assist with the implementation of such requirements at the Stores; provided, however, that Agent shall not be responsible to Merchant for the payment of nor liable for any fine, injury, death, or damage caused by or related to COVID-19 (collectively, "COVID-19 Losses"), unless such COVID-19 Losses were directly caused by Agent's gross negligence or willful misconduct. Agent's supervisors will provide their own personal protective equipment ("PPE") at no additional cost to Merchant. To the extent that temporary labor do not source and provide their own PPE, Agent will provide Merchant with Agent's cost (without lift or mark-up) for PPE and, if requested by Merchant, Agent will procure such PPE, and Merchant agrees to reimburse Agent for the costs associated therewith (in addition to amounts reflected in Exhibit B).

The Parties expressly acknowledge and agree that Agent shall have no liability to Merchant's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant's employment, hiring or retention of its employees, and such employees shall not be considered employees of Agent. The Parties further expressly acknowledge and agree that Merchant shall have no liability to Agent's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Agent's employment, hiring or retention of its employees, and such employees shall not be considered employees of Merchant.

D. The Sale

All sales of Merchandise shall be made on behalf of Merchant. Agent does not have, nor shall it have, any right, title or interest in the Merchandise. All sales of Merchandise shall be by cash, gift card, gift certificate, merchandise credit, debit card, or credit card and, at Merchant's discretion, by

check or otherwise in accordance with Merchant's policies, and shall be "final" with no returns accepted or allowed, unless otherwise directed by Merchant.

E. Agent Fee and Expenses in Connection with the Sale

As used in this Agreement, the following terms shall have the following meanings:

(i) "Gross Proceeds" shall mean the sum of the gross proceeds of all sales of Merchandise made in the Store during the Sale Term, net only of sales taxes.

(ii) "Gross Recovery Threshold" shall mean the Gross Proceeds, calculated using the "gross rings" method, divided by the Retail Price of the Merchandise sold, calculated using the "gross rings" method.

(iii) "Merchandise File" shall mean the Merchant's books and records, as well as all files provided to Agent during due diligence.

(iv) "Retail Price" shall mean with respect to each item of Merchandise (excluding a small amount of Merchandise classified as clearance, "web deals," "as-is" or in-store special), the lower of the lowest ticketed, marked, shelf, Merchandise File, point of sale, or other file price as reflected in Merchant's books and records for such item.

In consideration of its services hereunder, Merchant shall pay Agent a "Base Fee" equal to sixty-five one hundredths of one percent (0.65%) of the Gross Proceeds of Merchandise sold at the Stores. In addition to the "Base Fee", Agent may also earn an "Incentive Fee" (together with the Base Fee, the "Merchandise Fee") equal to the aggregate sum of the percentages shown in the following table, based upon the following Gross Recovery Thresholds (e.g., in each case, as calculated back to first dollar):

Gross Recovery Threshold	Agent Incentive Fee
65.10% - 66.0%	An additional .20% of Gross Proceeds Total Merchandise Fee of .85% of Gross Proceeds
66.10% - 67.00%	An additional .10% of Gross Proceeds Total Merchandise Fee of .95% of Gross Proceeds
Over 67.00%	An additional .10% of Gross Proceeds Total Merchandise Fee of 1.05% of Gross Proceeds

The definitive Gross Recovery Threshold shall be determined in connection with the Final Reconciliation, and once determined, the parties (as part of the Final Reconciliation) shall determine the actual amount of Agent's Incentive Fee. Merchant shall pay any outstanding, unpaid portions of Agent's Incentive Fee in connection with the Final Reconciliation.

Merchant shall be responsible for all expenses of the Sale, including (without limitation) all Store level operating expenses, all costs and expenses related to Merchant's other retail store operations, and Agent's other reasonable, documented out of pocket expenses. To control expenses of the Sale, Merchant and Agent have established an aggregate budget (the "Expense Budget") of certain delineated expenses, including (without limitation) payment of the costs of supervision

(including (without limitation) Supervisors' wages, travel, and deferred compensation) and advertising costs (including signage and the shipping, freight, and sales tax related thereto where applicable, at cost with no markup). The Expense Budget for the Sale is attached hereto as Exhibit B. In the event Agent desires to modify the Expense Budget attached hereto after the date of this Agreement, Agent will present such modifications to Merchant for Merchant's consent, which consent may be withheld by Merchant in Merchant's sole discretion. The costs of supervision set forth on Exhibit B includes, among other things, industry standard deferred compensation.

All accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Agent) shall be reconciled on every Wednesday for the prior week and shall be paid within twenty-one (21) days after each such weekly reconciliation. The Parties shall complete a final reconciliation and settlement of all amounts payable to Agent and contemplated by this Agreement (including, without limitation, Expense Budget items, and fees earned hereunder) no later than forty five (45) days following the Sale Termination Date for the last Store.

F. Indemnification

(i) Merchant's Indemnification

Merchant shall indemnify, defend, and hold Agent and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, affiliates, and Supervisors (collectively, "Agent Indemnified Parties") harmless from and against all third-party liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) the willful or negligent acts or omissions of Merchant or the Merchant Indemnified Parties (as defined below); (b) the material breach of any provision of this Agreement by Merchant; (c) any liability or other claims, including, without limitation, product liability claims, asserted by customers, any Store employees (under a collective bargaining agreement or otherwise), or any other person (excluding Agent Indemnified Parties) against Agent or an Agent Indemnified Party, except claims arising from Agent's negligence, willful misconduct or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortuous or otherwise actionable treatment of Agent's Indemnified Parties or Merchant's customers by Merchant or Merchant's Indemnified Parties; and (e) Merchant's failure to pay over to the appropriate taxing authority any taxes required to be paid by Merchant during the Sale Term in accordance with applicable law.

(ii) Agent's Indemnification

Agent shall indemnify, defend and hold Merchant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, and affiliates (other than the Agent or the Agent Indemnified Parties) (collectively, "Merchant Indemnified Parties") harmless from and against all third party liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to (a) the willful or negligent acts or omissions of Agent or the Agent Indemnified Parties; (b) the breach of any provision of, or the failure to perform any obligation under, this Agreement by Agent; (c) any liability or other claims made by Agent's Indemnified Parties or any other person (excluding Merchant Indemnified Parties) against a Merchant Indemnified Party arising out of or related to Agent's conduct of the Sale, except claims arising from Merchant's negligence, willful

misconduct, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortuous or otherwise actionable treatment of Merchant Indemnified Parties, or Merchant's customers by Agent or any of the Agent Indemnified Parties and (e) any claims made by any party engaged by Agent as an employee, agent, representative or independent contractor arising out of such engagement.

G. Insurance

(i) Merchant's Insurance Obligations

Merchant shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability (to the extent currently provided), comprehensive public liability insurance and auto liability insurance) covering injuries to persons and property in or in connection with the Stores, and shall cause Agent to be named an additional insured with respect to all such policies. At Agent's request, Merchant shall provide Agent with a certificate or certificates evidencing the insurance coverage required hereunder and that Agent is an additional insured thereunder. In addition, Merchant shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all statutory requirements.

(ii) Agent's Insurance Obligations

As an expense of the Sale, Agent shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability/completed operations, contractual liability, comprehensive public liability and auto liability insurance) on an occurrence basis in an amount of at least Two Million dollars (\$2,000,000) and an aggregate basis of at least five million dollars (\$5,000,000) covering injuries to persons and property in or in connection with Agent's provision of services at the Stores. Agent shall name Merchant as an additional insured and loss payee under such policy, and upon execution of this Agreement provide Merchant with a certificate or certificates evidencing the insurance coverage required hereunder. In addition, Agent shall maintain throughout the Sale Term, workers compensation insurance compliance with all statutory requirements. Further, should Agent employ or engage third parties to perform any of Agent's undertakings with regard to this Agreement, Agent will ensure that such third parties are covered by Agent's insurance or maintain all of the same insurance as Agent is required to maintain pursuant to this paragraph and name Merchant as an additional insured and loss payee under the policy for each such insurance.

H. Representations, Warranties, Covenants and Agreements

(i) Merchant warrants, represents, covenants and agrees that (a) Merchant is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and maintains its principal executive office at the address set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Merchant and this Agreement constitutes a valid and binding obligation of Merchant enforceable against Merchant in accordance with its terms and conditions, and the consent of no other entity or person is required for Merchant to fully perform all of its obligations herein, (c) all ticketing of Merchandise at the Stores has been and will be done in accordance with Merchant's customary ticketing practices; (d) all normal course hard markdowns on the Merchandise have been, and will

be, taken consistent with customary Merchant's practices, and (e) the Stores will be operated in the ordinary course of business in all respects, other than those expressly agreed to by Merchant and Agent.

(ii) Agent warrants, represents, covenants and agrees that (a) Agent is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform the Agent's obligations hereunder, and maintains its principal executive office at the addresses set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Agent and this Agreement constitutes a valid and binding obligation of Agent enforceable against Agent in accordance with its terms and conditions, and the consent of no other entity or person is required for Agent to fully perform all of its obligations herein, (c) Agent shall comply with and act in accordance with any and all applicable state and local laws, rules, and regulations, and other legal obligations of all governmental authorities, (d) no non-emergency repairs or maintenance in the Stores will be conducted without Merchant's prior written consent, and (e) Agent will not take any disciplinary action against any employee of Merchant.

I. Furniture, Fixtures and Equipment

Agent shall sell the FF&E in the Stores from the Stores themselves. In consideration for selling the FF&E, Agent shall be entitled to a commission from the sale of the FF&E equal to ten percent (10.0%) of the Gross Proceeds of the sale of the FF&E.

Agent shall remit to Merchant all Gross Proceeds from the sale of FF&E. During each weekly reconciliation described in section E above, Agent's FF&E fee shall be calculated, and Agent's calculated FF&E fee and all FF&E costs and expenses then incurred shall be paid within 21 days after each such weekly reconciliation.

Merchant shall be responsible for all reasonable costs and expenses incurred by Agent in connection with (i) the sale of FF&E, and (ii) surrendering the premises in accordance with the lease requirements for such premises, as directed by Merchant, which costs and expenses shall be incurred pursuant to a budget or budgets to be established from time to time by mutual agreement of the Parties. Agent shall not have the right to abandon at the Stores any unsold FF&E; provided, however, in the event Merchant desires that Agent decommission and/or de-brand (collectively, "Decommission") any Store and/or remove any FF&E that is affixed to a Store premises, including without limitation by glue, nails or screws, such Decommission and FF&E removal shall be subject to a separate scope of work, which may include an additional fee payable to Agent in connection with such work, and budget mutually agreed upon by Merchant and Agent.

J. Termination

The following shall constitute "Termination Events" hereunder:

- (a) Merchant's or Agent's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting Party;

- (b) Any representation or warranty made by Merchant or Agent is untrue in any material respect as of the date made or at any time and throughout the Sale Term; or
- (c) the Sale at all Stores is terminated or materially interrupted or impaired for any reason other than an event of default by Agent or Merchant.

If a Termination Event occurs, the non-defaulting Party (in the case of an event of default) or either Party (if the Sale is otherwise terminated or materially interrupted or impaired) may, in its discretion, elect to terminate this Agreement by providing seven (7) business days' written notice thereof to the other Party and, in the case of an event of default, in addition to terminating this Agreement, pursue any and all rights and remedies and damages resulting from such default. If this Agreement is terminated, Merchant shall be obligated to pay Agent all amounts due under this Agreement through and including the termination date.

K. Notices

All notices, certificates, approvals, and payments provided for herein shall be sent by fax or by recognized overnight delivery service as follows: (a) To Merchant: at the address listed above, ATTN: EVP, Chief Stores Officer; (b) To Agent: c/o Hilco Merchant Resources, LLC, One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Fax: 847- 849-0859, Attn: Ian S. Fredericks; or (c) such other address as may be designated in writing by Merchant or Agent.

L. Independent Consultant

Agent's relationship to Merchant is that of an independent contractor without the capacity to bind Merchant in any respect. No employer/employee, principal/agent, joint venture or other such relationship is created by this Agreement. Merchant shall have no control over the hours that Agent or its employees or assistants or the Supervisors work or the means or manner in which the services that will be provided are performed and Agent is not authorized to enter into any contracts or agreements on behalf of Merchant or to otherwise create any obligations of Merchant to third parties, unless authorized in writing to do so by Merchant.

M. Non-Assignment

Neither this Agreement nor any of the rights hereunder may be transferred or assigned by either Party without the prior written consent of the other Party; provided, however Merchant may use the services of Agent in Stores leased by subsidiaries of Merchant. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any Party to this Agreement unless made in writing and signed by a duly authorized representative or agent of such Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

N. Severability

If any term or provision of this Agreement, as applied to either Party or any circumstance, for any reason shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that provision shall be limited or eliminated to the minimum

extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. If the surviving portions of the Agreement fail to retain the essential understanding of the Parties, the Agreement may be terminated by mutual consent of the Parties.

O. Governing Law, Venue, Jurisdiction and Jury Waiver

This Agreement, and its validity, construction and effect, shall be governed by and enforced in accordance with the internal laws of the State of New Jersey (without reference to the conflicts of laws provisions therein). Merchant and Agent waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Agent against Merchant or Merchant against Agent on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between Merchant and Agent, any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

P. Entire Agreement

This Agreement, together with all additional schedules and exhibits attached hereto, constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement.

Q. Execution

This Agreement may be executed simultaneously in counterparts (including by means of electronic mail, facsimile or portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic mail, a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

R. Ethical Conduct Policy

It is the policy of Merchant and its subsidiaries and affiliates to conduct all its business transactions in accordance with the highest ethical standards and all applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act). Agent shall not, directly or indirectly, solicit or accept from, nor offer, promise or pay to, any individual or entity (including, but not limited, to any government official any bribe, kickback or any other improper payment of money or anything else of value. This includes, but is not limited to, any improper payment in exchange for Merchant's execution of this Agreement. Agent will also require any subcontractor (of any level) to adhere to the same standards and will appropriately monitor its subcontractors to ensure such adherence. In addition, any individual who is employed by or who represents Merchant is prohibited from soliciting, accepting, offering, promising or paying any bribe, kickback or any other improper payment of money or anything else of value. If any such improper actions are observed, contact our Legal Department

(Attention: General Counsel) at the address set forth herein and/or by telephone at 908-688-0888, so that the incident may be fully investigated.

S. Publicity

Agent may not discuss this Agreement or its content with the media, use the Merchant name or issue any press release or other public statement related hereto, unless authorized in writing by the Merchant. Unless otherwise authorized in writing by the Merchant, publicity prohibited hereunder shall include but not be limited to: press releases, press interviews, magazine articles, trade show displays, customer lists, web sites, social media sites, Agent success stories and present or prospective client references.

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If this Agreement is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

DocuSigned by:

Sarah Baker

AC491BAA66644E1...

By: Sarah Baker

Its:

AGREED AND ACCEPTED as of the ____ day

of 3/8/2021, 2021:

BUY BUY BABY, INC.

DocuSigned by:

John Hartmann

14E2FE9C50CA41C...

By: John Hartmann

Its:

DS
WH

DS
DBD



August 26, 2022

VIA EMAIL

Derek Dervish
Vice President – Asset Management
Buy Buy Baby, Inc. 650
Liberty Ave.
Union, NJ 07083
Email: derek.dervish@bedbath.com

Re: **Amendment to Letter Agreements**

Derek:

Reference is made to (i) that certain letter agreement dated September 11, 2021 by and between Hilco Merchant Resources, LLC (“Agent” or a “Party”) and Bed Bath & Beyond Inc. (the “BB&B” or a “Party”) (as supplemented or amended, the “BB&B Agreement”) and (ii) by that certain letter agreement dated March 2, 2021 by and between Agent and Buy Buy Baby, Inc. (“BBB” or a “Party”; together with BB&B, the “Merchant”; collectively with BB&B and Agent, the “Parties”) (as supplemented or amended, the “BBB Agreement” and together with the BB&B Agreement, the “Agreements”) Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the respective Agreement.

The Parties hereby amend the Agreements as follows (the “Amendment”):

Section E. of the Agreements are hereby amended and modified as follows:

1. The “Base Fee” is hereby increased from sixty-five one hundredths of one percent (0.65%) to eighty one hundredths of one percent (0.80%).
2. With respect to the table outlining the “Gross Recovery Threshold” and “Agent Incentive Fee”, the table is hereby amended and modified as follows:
 - a. The reference to “Total Merchandise Fee of .85% of Gross Proceeds” is hereby deleted and replaced with “Total Merchandise Fee of 1.0% of Gross Proceeds”;
 - b. The reference to “Total Merchandise Fee of .95% of Gross Proceeds” is hereby deleted and replaced with “Total Merchandise Fee of 1.10% of Gross Proceeds”; and
 - c. The reference to “Total Merchandise Fee of 1.05% of Gross Proceeds” is hereby deleted and replaced with “Total Merchandise Fee of 1.20% of Gross Proceeds”.

The Agent shall be authorized to syndicate the transactions contemplated by the Agreements with Tiger Capital Group on terms and conditions mutually agreed upon between the Agent and

Tiger Capital Group. Per the Merchant's request, Agent shall continue to lead all aspects of the transactions contemplated by the Agreements.

With respect to this Amendment, (i) Merchant hereby reaffirms the representations, warranties, and agreements set forth in section H. of the Agreements, and (ii) Agent hereby reaffirms the representations, warranties, and agreements set forth in section H. of the Agreements.

This Amendment, together the Agreements, all prior amendments or supplements, and all schedules and exhibits attached hereto and thereto, constitutes a single, integrated written contract expressing the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this Amendment except as specifically set forth in this Amendment or the Agreements.

*

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If this Amendment is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

DocuSigned by:

Ian S. Fredericks

8211DF797AB4402...

By: Ian S. Fredericks

Its: President

**AGREED AND ACCEPTED as of the ____ day
of August, 2022:**

BED BATH & BEYOND, INC.

DocuSigned by:

Derek B Dervish

D65B971000BB4E0...

By: Derek B Dervish

Its: Senior Director of Asset Mgt. and Inventory Operations

BUY BUY BABY, INC.

DocuSigned by:

Derek B Dervish

D65B971000BB4E0...

By: Derek B Dervish

Its: Senior Director of Asset Mgt. and Inventory Operations

Schedule 2

Sale Guidelines

Sale Guidelines¹

1. The Sales shall be conducted so that the Closing Stores in which sales are to occur will remain open no longer than during the normal hours of operation or such hours as otherwise provided for in the respective leases for the Closing Stores.
2. The Sales shall be conducted in accordance with applicable state and local “Blue Laws”, where applicable, so that no Sale shall be conducted on Sunday unless the Merchant had been operating such Closing Store on a Sunday prior to the commencement of the Sales.
3. On “shopping center” property, the Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any Closing Stores’ premises, unless permitted by the lease or, if distribution is customary in the “shopping center” in which such Closing Store is located; *provided* that the Consultant may solicit customers in the Closing Stores themselves. On “shopping center” property, the Consultant shall not use any flashing lights or amplified sound to advertise the Sales or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.
4. At the conclusion of the Sale, the Consultant shall vacate the Closing Stores; *provided* that Consultant may abandon any furniture, fixtures and equipment (including, but not limited to, machinery, rolling stock, office equipment and personal property, and conveyor systems and racking) (“FF&E”) not sold in the Sales at the conclusion of the Sales (the “Termination Date”), without cost or liability of any kind to the Consultant. The Consultant shall notify the Merchant of its intention to abandon any FF&E at least two (2) days prior to the Termination Date. The Merchant will have the option to remove the FF&E, at its own cost prior to the Termination Date. Any abandoned FF&E left in a Closing Store after a lease is rejected shall be deemed abandoned to the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Merchant. For the avoidance of doubt, as of the Termination Date, the Consultant may abandon, in place and without further responsibility or liability of any kind, any FF&E.
5. The Consultant may advertise the Sales as “store closing”, “sale on everything”, “everything must go”, “everything on sale”, “going-out-of-business” or similar-themed sales. The Consultant may also have a “countdown to closing” sign prominently displayed in a manner consistent with these Sale Guidelines. All signs, banners, ads and other advertising material, promotions, and campaigns will be approved by the Merchant, prior to purchase, in accordance with the Consulting Agreement.

¹ Capitalized terms used but not defined in these Sale Guidelines have the meanings given to them in the Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Consulting Agreements, (II) Authorizing and Approving the Conduct of Store Closing Sales, With Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief.

6. The Consultant shall be permitted to utilize sign-walkers, display, hanging signs, and interior banners in connection with the Sales; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Merchant and Consultant shall not use neon or day-glo on its sign walkers, display, hanging signs, or interior banners. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Sale Guidelines. In addition, the Merchant and Consultant shall be permitted to utilize exterior banners at (i) non-enclosed mall Closing Stores and (ii) enclosed mall Closing Stores to the extent the entrance to the applicable Closing Store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the Sales are being conducted only at the affected Closing Store, and shall not be wider than the storefront of the Closing Store. In addition, the Merchant and Consultant shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Order. Nothing contained in these Sale Guidelines shall be construed to create or impose upon the Consultant any additional restrictions not contained in the applicable lease agreement.
7. Conspicuous signs shall be posted in the cash register areas of each of the affected Closing Stores to effect that “all sales are final.”
8. Except with respect to the hanging of exterior banners, the Consultant shall not make any alterations to the storefront or exterior walls of any Closing Stores, except as authorized by the applicable lease.
9. The Consultant shall not make any alterations to interior or exterior Closing Store lighting, except as authorized by the applicable lease. No property of the landlord of a Closing Store shall be removed or sold during the Sales. The hanging of exterior banners or in-Closing Store signage and banners shall not constitute an alteration to a Closing Store.
10. The Consultant shall keep Closing Store premises and surrounding areas clear and orderly consistent with present practices.
11. The Consultant, at the direction of the Debtors, and the landlord of any Store are authorized to enter into Side Letters without further order of the Court, provided that such agreements do not have a material adverse effect on the Debtors or their estates.
12. Subject to the provisions of the Consulting Agreements, the Consultant shall have the right to use and sell all FF&E owned by the Merchant (the “Owned FF&E”), approved by the Merchant. The Consultant may advertise the sale of the Owned FF&E in a manner consistent with these guidelines and the Consulting Agreement. The purchasers of any Owned FF&E sold during the sale shall be permitted to remove the Owned FF&E either through the back or alternative shipping areas at any time, or through other areas after applicable business hours, *provided, however* that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of the Closing Store in a shopping bag. For the avoidance of doubt, as of the Sale Termination Date, the Consultant may abandon, in place and without further responsibility, any FF&E.

13. At the conclusion of the Sales at each Closing Store, pending assumption or rejection of applicable leases, the landlords of the Closing Stores shall have reasonable access to the Closing Stores' premises as set forth in the applicable leases. The Merchant, Consultant and their agents and representatives shall continue to have access to the Closing Stores as provided for in the Consulting Agreements.
14. The rights of landlords against Merchant for any damages to a Closing Store shall be reserved in accordance with the provisions of the applicable lease.
15. If and to the extent that the landlord of any Closing Store affected hereby contends that the Merchant or Consultant is in breach of or default under these Sale Guidelines, such landlord shall email or deliver written notice by overnight delivery on the Merchant and Consultant as follows:

If to Consultant:

Hilco Merchant Resources, LLC
One Northbrook Place
5 Revere Drive, Suite 206
Northbrook, IL 60062
Facsimile: 847- 849-0859
Attention: Hilco Merchant Resources, LLC c/o Ian S. Fredericks, Sarah Baker

with copies (which shall not constitute notice) to:

Riemer & Braunstein LLP
Times Square Tower, Suite 2506
Seven Times Square
New York, New York 10036
Attention: Steven Fox

-and-

Troutman Pepper Hamilton Sanders LLP
1313 N. Market St., P.O. Box 1709
Wilmington, DE 19899-1709
Attention: Marcy McLaughlin Smith

If to Merchant:

Bed Bath & Beyond Inc.
650 Liberty Avenue,
Union, New Jersey 07083
Attention: Legal Department

with copies (which shall not constitute notice) to:

Cole Schotz P.C.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
(201) 489-3000
Attention: Michael D. Sirota, Esq., Warren A. Usatine, Esq., Felice R. Yudkin,
Esq.
Email: msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

- and -

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua A. Sussberg, P.C., Emily E. Geier, P.C., and Derek I. Hunter
Email: joshua.sussberg@kirkland.com
emily.geier@kirkland.com
derek.hunter@kirkland.com
ross.fiedler@kirkland.com

- and -

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Charles B. Sterrett
Email: charles.sterrett@kirkland.com

Exhibit B

Proposed Final Order

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b) KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Joshua A. Sussberg, P.C. (<i>pro hac vice</i> pending) Emily E. Geier, P.C. (<i>pro hac vice</i> pending) Derek I. Hunter (<i>pro hac vice</i> pending) 601 Lexington Avenue New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900 joshua.sussberg@kirkland.com emily.geier@kirkland.com derek.hunter@kirkland.com COLE SCHOTZ P.C. Michael D. Sirota, Esq. Warren A. Usatine, Esq. Felice R. Yudkin, Esq. Court Plaza North, 25 Main Street Hackensack, New Jersey 07601 Telephone: (201) 489-3000 msirota@coleschotz.com wusatine@coleschotz.com fyudkin@coleschotz.com <i>Proposed Co-Counsel for Debtors and Debtors in Possession</i>	
In re:	Chapter 11
BED BATH & BEYOND INC., <i>et al.</i> ,	Case No. 23-13359 (VFP)
Debtors. ¹	(Joint Administration Requested)

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO
ASSUME THE CONSULTING AGREEMENTS, (II) AUTHORIZING
AND APPROVING THE CONDUCT OF STORE CLOSING SALES,
WITH SUCH SALES TO BE FREE AND CLEAR OF ALL LIENS, CLAIMS,
AND ENCUMBRANCES, (III) AUTHORIZING CUSTOMARY BONUSES TO
EMPLOYEES OF CLOSING STORES, AND (IV) GRANTING RELATED RELIEF**

¹ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 650 Liberty Avenue, Union, New Jersey 07083.

The relief set forth on the following pages, numbered three (3) through twenty-seven (27),
is **ORDERED**.

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Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359-VFP

Caption of Order: Final Order (I) Authorizing the Debtors to Assume the Consulting Agreements, (II) Authorizing and Approving the Conduct of Store Closing Sales, with Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief

Upon the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Consulting Agreements, (II) Authorizing and Approving the Conduct of Store Closing Sales, with Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief* (the "Motion"),² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an final order (this "Final Order") (a) authorizing the Debtors to assume the Consulting Agreements, (b) authorizing and approving the continuation or initiation of the Store Closings in accordance with the terms of the Consulting Agreements and the Sale Guidelines, with such sales to be free and clear of all liens, claims, and encumbrances, (c) authorizing customary bonuses to non-insider Closing Store employees who remain employed for the duration of the store closing process, (d) approving modifications to certain customer programs, including the return policy and acceptance of gift-cards and loyalty certificates, (e) scheduling a final hearing to consider approval of the Motion on a final basis, and (f) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

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Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359-VFP

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proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY:**

FOUND AND DETERMINED THAT:¹

A. The Debtors have advanced sound business reasons for assuming the Consulting Agreements and adopting the Sale Guidelines, as set forth in the Motion and at the Hearing, and assuming the Consulting Agreements is a reasonable exercise of the Debtors' business judgement and in the best interest of the Debtors and their estates.

B. The Consulting Agreements, copies of which are attached to this Final Order as **Schedule 1-A** and **Schedule 1-B**, were negotiated, proposed, and entered into by the Consultant and the Debtors without collusion, in good faith and from arm's length bargaining positions.

¹ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate. *See* Fed. R. Bankr. P. 7052.

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Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359-VFP

Caption of Order: Final Order (I) Authorizing the Debtors to Assume the Consulting Agreements, (II) Authorizing and Approving the Conduct of Store Closing Sales, with Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief

C. The assumption of the Consulting Agreements is a sound exercise of the Debtors' business judgment.

D. The Sale Guidelines, which are attached hereto as **Schedule 2**, are reasonable and appropriate, and the conduct of the Sales in accordance with the Sale Guidelines will provide an efficient means for the Debtors to dispose of the Store Closure Assets, and are in the best interest of the Debtors' estates.

E. The Store Closings and Sales are in the best interest of the Debtors' estates.

F. The Dispute Resolution Procedures are fair and reasonable and comply with applicable law.

G. The Debtors have represented that they intend to neither sell nor lease personally identifiable information pursuant to the relief requested in the Motion, although the Consultant will be authorized to distribute emails and promotional materials to the Debtors' customers consistent with the Debtors' existing policies on the use of consumer information.

H. The entry of this Final Order is in the best interests of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein; and now therefore it is hereby

ORDERED THAT:

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. The Debtors are authorized and empowered to take any and all further actions as may be reasonably necessary or appropriate to give effect to this Final Order.

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Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359-VFP

Caption of Order: Final Order (I) Authorizing the Debtors to Assume the Consulting Agreements, (II) Authorizing and Approving the Conduct of Store Closing Sales, with Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief

3. The Debtors are authorized, but not directed, to make payments under the Store Closing Bonus Plan, as may be amended and modified from time to time.

4. To the extent of any conflict between this Final Order, the Sale Guidelines, and the Consulting Agreements, the terms of this Final Order shall control over all other documents and the Sale Guidelines shall control over the Consulting Agreements.

I. Authority to Assume the Consulting Agreements.

5. The Debtors are authorized to assume and perform under the Consulting Agreement pursuant to sections 363 and 365 of the Bankruptcy Code, including: (a) making payments required by the Consulting Agreement to the Consultant without the need for any application of the Consultant or a further order of the Court, (b) allowing the sale of Additional Consultant Goods, and (c) participating in an augmentation program, all as permitted under the Consulting Agreement. Consultant's fees and expenses shall be paid from the gross proceeds of the Sale, without adherence to any weekly, monthly or aggregate limitation in a debtor-in-possession financing or cash collateral budget entered in connection with these Chapter 11 Cases, but shall be subject to the terms of the Consulting Agreement itself, including as to any expense budget attached thereto.

6. Subject to the restrictions set forth in this Final Order and the Sale Guidelines and any Side Letters (defined below), the Debtors and the Consultant are hereby authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreements and the Sales, and each of the transactions contemplated by the Consulting Agreements, and any actions

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taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreements and/or the Sales prior to the date of this Final Order, are hereby approved and ratified.

7. The Consulting Agreements and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court, *provided, however*, that the Sale Guidelines may not be materially modified without the consent of the DIP Agent, the Prepetition ABL Agent, and the Prepetition FILO Agent (which can be by email through counsel), and notice and a reasonable opportunity to object by the U.S. Trustee, landlords for the Closing Stores, and any statutory committee appointed in these Chapter 11 Cases. The Debtors are hereby authorized to enter into additional agreements in connection with any Closing Stores, or Sales related thereto, on terms materially consistent with the Debtors' historic practices, subject to the prior written consent (which can be by email through counsel) of the DIP Agent, the Prepetition ABL Agent, and the Prepetition FILO Agent.

8. Notwithstanding anything contrary in the Consulting Agreements, the Debtors and their estates shall not indemnify the Consultant for any damages arising out of the Consultant's fraud, willful misconduct, or gross negligence.

9. To the extent the Consultant seeks to contract with Additional Consultants, the Consultant is authorized to enter into an agreement with Additional Consultants; *provided* that, Consultants provide noticed thereof to the Court.

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Debtors: BED BATH & BEYOND INC., *et al.*

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Caption of Order: Final Order (I) Authorizing the Debtors to Assume the Consulting Agreements, (II) Authorizing and Approving the Conduct of Store Closing Sales, with Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief

II. Authority to Engage in Sales and Conduct Store Closings.

10. The Debtors are authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to continue the Sales at the Closing Stores in accordance with this Final Order, the Sale Guidelines, and the Consulting Agreements, as may be modified by any Side Letters (as defined below) between the Debtors and/or the Consultant and the landlords at the Closing Stores.

11. The Sale Guidelines are approved in their entirety on a final basis.

12. The Debtors are authorized to discontinue operations at the Closing Stores in accordance with this Final Order and the Sale Guidelines.

13. All entities that are presently in possession of some or all of the Merchandise or FF&E in which the Debtors hold an interest that are or may be subject to the Consulting Agreements or this Final Order hereby are directed to surrender possession of such Merchandise or FF&E to the Debtors or the Consultant.

14. Neither the Debtors nor the Consultant nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including (without limitation) any Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) or landlord, to conduct the Sales and Store Closings and to take the related actions authorized herein.

III. Conduct of the Sales.

15. All newspapers and other advertising media in which the Sales and Store Closings may be advertised and all landlords are directed to accept this Final Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Sales and Store Closings pursuant to

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the Consulting Agreements, including, without limitation, to conduct and advertise the sale of the Merchandise and FF&E in the manner contemplated by and in accordance with this Final Order, the Sale Guidelines, and the Consulting Agreements.

16. The Debtors and Consultant are hereby authorized to take such actions as may be necessary and appropriate to implement the Consulting Agreements and to conduct the Sales and Store Closings without necessity of further order of this Court as provided in the Consulting Agreements and the Sale Guidelines (subject to any Side Letters), including, but not limited to, advertising the sale as a “store closing sale”, “sale on everything”, “everything must go”, “going-out-of-business”, or similar-themed sales as contemplated in the Sale Guidelines through the posting of signs (including the use of exterior banners at non-enclosed mall closing locations, and at enclosed mall closing locations to the extent the applicable closing location entrance does not require entry into the enclosed mall common area), use of signwalkers, A-frames, and other street signage, as contemplated in the Sale Guidelines.

17. Except as expressly provided in the Consulting Agreements and the Sale Guidelines, the sale of the Merchandise and FF&E shall be conducted by the Debtors and the Consultant notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Store Closings or the Sales (including the sale of the Merchandise and FF&E), the rejection of leases, abandonment of assets, or “going dark” provisions shall not be enforceable in conjunction with the Store Closings or the Sales. Breach of any such provisions in these Chapter 11 Cases in

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conjunction with the Store Closings or the Sales shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings and Sales are conducted in accordance with the terms of this Final Order, any Side Letter and the Sale Guidelines. The Debtors and/or Consultant and landlords of the Closing Stores are authorized to enter into agreements (“Side Letters”) between themselves modifying the Sale Guidelines without further order of the Court, and such Side Letters shall be binding as among the Debtors, the Consultant and any such landlords, provided that nothing in such Side Letters affects the provisions of this Final Order. In the event of any conflict between the Sale Guidelines, the Consulting Agreement, any Side Letter, and this Final Order, the terms of such Side Letter shall control. Copies of any Side Letters will be provided to the U.S. Trustee, the DIP Agent, the Prepetition ABL Agent, the Prepetition FILO Agent, and/or any statutory committee of unsecured creditors at such point as to provide the reasonable opportunity to object.

18. Except as expressly provided for herein or in the Sale Guidelines, no person or entity, including, but not limited to, any landlord, licensor, service providers, utilities, or creditors, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Sales or the sale of Merchandise or FF&E, or the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service providers, utilities, and creditors and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or

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otherwise impeding, the conduct of the Store Closings, and/or [(b) instituting any action or proceeding in any court (other than in the Bankruptcy Court or the Canadian Court)] or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the closing locations that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Sales or sale of the Merchandise or FF&E or other liquidation sales at the closing locations and/or seek to recover damages for breach(es) of covenants or provisions in any lease, sublease, license, or contract based upon any relief authorized herein.

19. In accordance with and subject to the terms and conditions of the Consulting Agreements, the Consultant shall have the right to use the Closing Stores and all related Closing Store services, furniture, fixtures, equipment and other assets of the Debtors for the purpose of conducting the Sales, free of any interference from any entity or person, subject to compliance with the Sale Guidelines (as modified by any Side Letters) and this Final Order.

20. The Consultant shall not be liable for sales taxes except as expressly provided in the Consulting Agreements and the payment of any and all sales taxes is the responsibility of the Debtors. The Debtors are directed to remit all taxes arising from the Sales to the applicable Governmental Units as and when due, provided that in the case of a *bona fide* dispute the Debtors are only directed to pay such taxes upon the resolution of such dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other

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party, other than the applicable Governmental Unit for which the sales taxes are collected. The Consultant shall collect, remit to the Debtors, and account for sales taxes as and to the extent provided in the Consulting Agreements. This Final Order does not enjoin, suspend, or restrain the assessment, levy, or collection of any tax under state, provincial or federal law, and does not constitute a declaratory judgment with respect to any party's liability for taxes under state, provincial or federal law.

21. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell the Store Closure Assets and all sales of Store Closure Assets, whether by the Consultant or the Debtors, shall be free and clear of any and all liens, claims, encumbrances, and other interests; *provided, however*, that subject to the terms of the DIP Orders, any such liens, claims, encumbrances, and other interests shall attach to the proceeds of the sale of the Store Closure Assets with the same validity, in the amount, with the same priority as, and to the same extent that any such liens, claims, and encumbrances have with respect to the Store Closure Assets, subject to any claims and defenses that the Debtors may possess with respect thereto and the Consultant's fees and expenses (as provided in the Consulting Agreements).

22. The Debtors and/or the Consultant (as the case may be) are authorized and empowered to transfer Store Closure Assets among, and into, the Closing Stores in accordance with the Sale Guidelines, as applicable. The Consultant is authorized to sell the Debtors' FF&E and abandon the same, in each case, as provided for and in accordance with the terms of the Consulting Agreements and the Sale Guidelines.

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23. Neither the Sale Guidelines, Consulting Agreements, nor this Final Order authorize the Debtors to transfer or sell to Consultant or any other party the personal identifying information (which means information that alone or in conjunction with other information identifies an individual, including but not limited to an individual's first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government-issued identification number, account number and credit or debit card number) ("PII") of any customers unless such sale or transfer is permitted by the Debtors' privacy policy and state, provincial or federal privacy and/or identity theft prevention laws and rules (collectively, the "Applicable Privacy Laws"). The foregoing shall not limit the Consultant's use of the Debtors' customer lists and mailing lists in accordance with the Consulting Agreements solely for purposes of advertising and promoting the Sales.

24. The Debtors shall remove or cause to be removed any confidential and/or PII in any of the Debtors hardware, software, computers or cash registers or similar equipment which are to be sold or abandoned so as to render the PII unreadable or undecipherable. At the conclusion of the Sales, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or transferred any customer PII and that any records containing PII were shredded, erased or otherwise modified to render the PII unreadable or undecipherable.

25. Nothing herein shall limit the Debtors' right to pause or discontinue a Sale at a Closing Store on notice to affected parties and subject to the prior written consent (which can be

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by email through counsel) of the DIP Agent, the Prepetition ABL Agent, and the Prepetition FILO Agent.

IV. Customer Programs.

26. For the first twenty-one (21) days from the date of the Final Order, the Debtors shall accept returns of merchandise sold by the Debtors in the ordinary course prior to the commencement of any Sale; *provided*, that such return is otherwise in compliance with the Debtors' return policies in effect as of the date such item was purchased and the customer is not repurchasing the same item so as to take advantage of the sale price being offered in the Store Closings; *provided, further*, that (i) returns of items sold on a "final" basis, including items sold in the Closing Stores on a "final" basis pursuant to the Final Order, shall not be accepted, and (ii) gift cards may not be returned for cash.

27. All in-store sales in Store Closings shall be "as is" and final. Returns related to the purchases made in Store Closings shall not be accepted, except as set forth herein.

28. Notwithstanding anything herein, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms "as is" or "final sales." The Debtors shall accept return of any goods purchased during the Store Closings that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund; *provided*, that the consumer must return the merchandise within twenty-one (21) days of their

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purchase, the consumer must provide a receipt for the purchase to the Debtors, and the asserted defect must in fact be a “latent” defect, which goods shall not be resold by the Debtors.

29. All sales of Merchandise shall be made by cash, gift card, gift certificate, merchandise credit, debit card, or credit card and, at Merchant’s discretion, by check or otherwise in accordance with the Debtors’ policies.

30. The Debtors shall no longer accept gift certificates, gift cards, or loyalty certificates in their e-commerce business or in-store, and all such gift certificates, gift cards, and loyalty certificates will be deemed to have no remaining value. Notwithstanding any policy or state law to the contrary, the gift cards, gift certificates, and loyalty certificates are not redeemable for cash at any time.

V. Dispute Resolution Procedures with Governmental Units.

31. Nothing in this Final Order, the Consulting Agreements, the Sale Guidelines, or any Side Letter releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Final Order. Nothing contained in this Final Order, the Consulting Agreements, the Sale Guidelines, or any Side Letter shall in any way: (a) diminish the obligation of any entity to comply with environmental laws; or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code. The Store Closings and the Sales

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shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax (including, but not limited to, the collection of Sales Taxes), labor, employment, environmental, antitrust, fair competition, traffic and consumer protection laws, including consumer laws regulating deceptive practices and false advertising, consumer protection, the sale of gift certificates, layaway programs, return of goods, express or implied warranties of goods, and “weights and measures” regulation and monitoring (collectively, “General Laws”). Nothing in this Final Order, the Consulting Agreements, the Sale Guidelines, or any Side Letter shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Final Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws in the applicable non-bankruptcy forum, subject to the Debtors’ rights to assert in that forum or before this Court or the Canadian Court, that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code, this Final Order, the CCAA (or any Order of the Canadian Court). Notwithstanding any other provision in this Final Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Final Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code or the CCAA, as applicable. Nothing in this Final Order shall be deemed to have made any rulings on any such issues.

32. To the extent that the sale of Store Closure Assets is subject to any Liquidation Sale Laws, including any federal, state or local statute, ordinance, rule, or licensing requirement

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directed at regulating “going out of business,” “store closing,” or similar inventory liquidation sales, or bulk sale laws, laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, signage, and use of sign-walkers solely in connection with the sale of the Store Closing Assets, including ordinances establishing license or permit requirements, waiting periods, time limits or bulk sale restrictions that would otherwise apply solely to the sale of the Store Closure Assets, the dispute resolution procedures in this section shall apply and the Dispute Resolution Procedures shall control over any Side Letters (provided that, these Dispute Resolution Procedures shall not apply with respect to the sale of Store Closure Assets in Canadian stores, and that any such disputes shall be dealt with by the Canadian Court):

- i. Provided that the Sales are conducted in accordance with this Order, any Final Order, and the Sale Guidelines, the Debtors, the Consultant, and the Debtors’ landlords, shall be deemed to be in compliance with any requirements of all county, parish, or municipal or other local government (hereinafter referred to as “Local”) and State requirements governing the conduct of the Sales of the Store Closure Assets, including but not limited to Local statutes, regulation and ordinances establishing licensing or permitting requirements, waiting periods or time limits, or bulk sale restrictions that would otherwise apply to the Sales and sales of the Store Closure Assets (collectively, the “Liquidation Sale Laws”) of any state or local Governmental Unit (as defined in Bankruptcy Code section 101(27)); *provided*, that the term “Liquidation Sale Laws” shall be deemed not to include any public health or safety laws of any state (collectively, “Safety Laws”), and the Debtors and the Consultant shall continue to be required to comply, as applicable, with such Safety Laws and General Laws, subject to any applicable provision of the Bankruptcy Code and federal law, and nothing in this Order shall be deemed to bar Governmental Units (as defined in section 101(27) of the Bankruptcy Code) or public officials from enforcing Safety Laws or General Laws.
- ii. Within five (5) business days after entry of this Final Order, the Debtors will serve by first-class mail, copies of this Final Order, the Consulting Agreements, and the Sale Guidelines on the following: (a) the Attorney General’s office for each state where the Sales are being held; (b) the county consumer protection agency or

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similar agency for each county where the Sales are being held; (c) the division of consumer protection for each state where the Sales are being held; and (d) the landlords for the Closing Stores (collectively, the “Dispute Notice Parties”).

- iii. To the extent that there is a dispute arising from or relating to the Sales, this Final Order, the Consulting Agreements, or the Sale Guidelines, which dispute relates to any Liquidation Sale Laws (a “Reserved Dispute”), the Bankruptcy Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Within ten (10) days following entry of this Final Order, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the “Dispute Notice”) explaining the nature of the dispute to: (a) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., Emily E. Geier, P.C., Derek I. Hunter, and Ross J. Fiedler, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Charles B. Sterrett; (b) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn: Michael D. Sirota, Esq., Warren A. Usatine, Esq., and Felice R. Yudkin, Esq.; (c) on behalf of Hilco Merchant Resources, LLC, (i) One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Fax: 847-849-0859, Attn: Hilco Merchant Resources, LLC c/o Ian S. Fredericks and Sarah Baker and (ii) Riemer & Braunstein LLP, Times Square Tower, Suite 2506, Seven Times Square, New York, New York, Fax: 212-719-0140, Attn: Steven Fox; and (iii) Troutman Pepper Hamilton Sanders LLP, 1313 N. Market St., P.O. Box 1709, Wilmington, DE 19899-1709, Fax: 866-422-3027, Attn: Marcy McLaughlin Smith; (d) Davis Polk & Wardwell, LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Adam Shpeen, Steven Szanzer, and Michael Pera; and (e) Proskauer Rose LLP, Eleven Times Square, New York, New York 10036, Attn: David M. Hillman and Megan R. Volin. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within 15 days after service of the notice, the Governmental Unit may file a motion with the Bankruptcy Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a “Dispute Resolution Motion”).
- iv. In the event that a Dispute Resolution Motion is filed, nothing in this Final Order shall preclude the Debtors, a landlord, or any other interested party from asserting (A) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (B) that neither the terms of this Final Order nor the conduct of the Debtors pursuant to this Final Order, violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of this Final Order or to limit or interfere with the Debtors’ or the Consultant’s ability to conduct or to continue to conduct the Sales pursuant to this Final Order, absent further order of the Bankruptcy Court. Upon the entry of this

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Final Order, the Bankruptcy Court grants authority for the Debtors and the Consultant to conduct the Sales pursuant to the terms of this Final Order, the Consulting Agreements, and the Sale Guidelines (as may be modified by the side letters) and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in this Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

- v. If, at any time, a dispute arises between the Debtors and/or the Consultant and a Governmental Unit as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in this Final Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (iv) and (v) above by serving a notice to the other party and proceeding thereunder in accordance with those paragraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo*.

33. Subject to paragraphs 31 and 32 above, each and every federal, state, or local agency, departmental, or Governmental Unit with regulatory authority over the Sales and all newspapers and other advertising media in which the Sales are advertised shall consider this Final Order as binding authority that no further approval, license, or permit of any Governmental Unit shall be required, nor shall the Debtors or the Consultant be required to post any bond, to conduct the Sales.

34. Provided that the Sales are conducted in accordance with the terms of this Final Order, the Consulting Agreements, and the Sale Guidelines (as may be modified by Side Letters), and in light of the provisions in the laws that exempt court-ordered sales from their provisions, the Debtors and Consultant shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Sales in accordance with the terms of this Final Order and the

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Sale Guidelines (as may be modified by Side Letters) without the necessity of further showing compliance with any such Liquidation Sale Laws.

35. Nothing in this Final Order, the Consulting Agreements, the Sale Guidelines, or any Side Letter releases, nullifies, or enjoins the enforcement of any liability to a Governmental Unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Final Order. Nothing contained in this Final Order, the Consulting Agreements, the Sale Guidelines, or any Side Letter shall in any way: (a) diminish the obligation of any entity to comply with environmental laws; or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with their rights and obligations as debtors in possession under the Bankruptcy Code.

VI. Other Provisions.

36. To the extent the Debtors are subject to any state Fast Pay Laws in connection with the Store Closings, the Debtors shall be presumed to be in compliance with such laws to the extent, in applicable states, such payroll payments are made by the later of: (a) the Debtors' next regularly scheduled payroll; and (b) seven calendar days following the termination date of the relevant employee, and in all such cases consistent with, and subject to, any previous orders of this Court regarding payment of same.

37. Neither the Consultant nor any of its respective affiliates (whether individually, as part of a joint venture, or otherwise), shall be precluded from providing additional services to the

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Debtors and/or bidding on the Debtors' assets in connection with any other future process that may or may not be undertaken by the Debtors to close stores, *provided* that any such services and/or transactions shall be approved by separate order of this Court, and *provided further* that the rights of the U.S. Trustee and all other parties in interest to object to any request that the Agent or its affiliates be permitted to provide such additional services and/or transactions are fully reserved.

38. On a confidential basis and for professionals' "eyes only" and upon the written (which can be by email through counsel) request of the U.S. Trustee, the DIP Agent, the Prepetition ABL Agent, the Prepetition FILO Agent, or the official committee of unsecured creditors, if any, the Debtors shall provide such requesting party, if any, with copies of those periodic reports and information regarding the conduct of the Sale that are prepared by the Debtors, their professionals or the Consultant and that are consistent with practices that were in place pre-petition; *provided*, that the foregoing shall not require the Debtors, their professionals, or the Consultant to prepare or undertake to prepare any additional or new reporting not otherwise being prepared by the Debtors, their professionals, or the Consultant in connection with the Sales.

39. Not later than seven (7) business days prior to the objection deadline related to entry of an order approving the Motion on a final basis, the Consultant shall file a declaration disclosing connections to the Debtors, their creditors, and other parties in interest in these Chapter 11 Cases and the Debtors shall serve the same on the U.S. Trustee, the DIP Agent, the Prepetition ABL Agent, the Prepetition FILO Agent, and any statutory committee appointed in these cases, and all

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parties who have filed requests for service under Bankruptcy Rule 2002, by email, or if the email address is not available to the Debtors, then by first class mail.

40. To the extent the Consultant seeks to contract with other parties as additional consultants (each an “**Additional Consultant**”), and to the extent set forth in the Consulting Agreement, the Debtors shall provide notice thereof to the Office of the United States Trustee, the DIP Agent, the Prepetition ABL Agent, the Prepetition FILO Agent, and any statutory committee appointed in these cases, and such Additional Consultant shall promptly file a declaration disclosing the information set forth in paragraph 39 of the Interim Order and, upon being contracted with, be subject to the provisions of this Final Order.

41. Consultant shall act solely as an independent consultant to the Debtors and shall not be liable for any claims against the Debtors other than as expressly provided in the Consulting Agreements (including the Consultant’s indemnity obligations thereunder) or the Sale Guidelines, with the exception of acts of gross negligence or willful misconduct and, for greater certainty, the Consultant shall not be deemed to be an employer, or a joint or successor employer or a related or common employer or payor within the meaning of any legislation governing employment or labor standards or pension benefits or health and safety or other statute, regulation or rule of law or equity for any purpose whatsoever, and shall not incur any successor liability whatsoever.

42. The Debtors are authorized and permitted to transfer to the Consultant personal information in the Debtors’ custody and control solely for the purposes of assisting with and

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conducting the Sale and only to the extent necessary for such purposes, provided that Consultant removes such personal information from the FF&E prior to the abandonment of the same.

43. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of all parties are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. Any payment made pursuant to this Final Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim, other than with respect to payments made to the Consultant, which are governed by the reconciliation procedures in the Consulting Agreements.

44. No payment may be made by the Debtors to, or for the benefit of, any non-Debtor Insider (as defined in section 101 of the Bankruptcy Code) or any non-Debtor affiliate of or related

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party to any such Insider pursuant to this Interim Order without further court approval on notice to parties in interest.

45. Notwithstanding anything to the contrary contained in the Motion or this Final Order, any payment to be made, obligation incurred, or relief or authorization granted hereunder shall not be inconsistent with, and shall be subject to and in compliance with, the requirements imposed on the Debtors under the terms of each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Debtors To (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief* filed substantially contemporaneously herewith (the “DIP Orders”), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Orders.

46. Nothing in this Final Order or the Sale Guidelines shall apply to BBB Canada Ltd. and Bed Bath & Beyond Canada L.P. (collectively, “BBB Canada”) or alter or limit any authorization, requirement or relief contained in, or prevent BBB Canada. from taking any action authorized pursuant to, or required by, the CCAA, the Initial Order in respect of BBB Canada (the “Initial Order”) issued by the Ontario Superior Court of Justice (Commercial List) (the “CCAA Court”) in proceedings in respect of BBB Canada pursuant to the Companies' Creditors

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Arrangement Act (Canada) or any Order granted thereunder, and to the extent of any inconsistency between the Final Order and the terms of the Initial Order or any other order of the CCAA Court or the CCAA, the order of the CCAA Court or the CCAA, as applicable, shall govern with respect to BBB Canada.

47. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion or otherwise deemed waived.

48. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

49. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Final Order shall be effective and enforceable immediately upon entry hereof.

50. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

51. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

52. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

53. This Court shall retain jurisdiction with regard to all issues or disputes relating to this Final Order or the Consulting Agreements, including, but not limited to, (a) any claim or issue

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relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner, (b) any claim of the Debtors, the landlords and/or the Consultant for protection from interference with the Store Closings or Sales, (c) any other disputes related to the Store Closings or Sales, and (d) protect the Debtors and/or the Consultant against any assertions of any liens, claims, encumbrances, and other interests; *provided* that, notwithstanding the foregoing, the Canadian Court shall retain jurisdiction with regard to all issues or disputes in respect of the Sale at the Canadian Closing Stores. No such parties or person shall take any action against the Debtors, the Consultant, the landlords, the Store Closings, or the Sales until this Court or the Canadian Court, as applicable, has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

54. Within 30 days of conclusion of the Sale, the Debtors shall (a) file with the Court and provide to the DIP Agent, the Prepetition ABL Agent, and the Prepetition FILO Agent, a summary report of the store closing process that will include (i) a list of the stores closed, (ii) gross revenue from the store closing assets sold, (iii) gross revenue from FF&E sold, (iv) calculation of fees paid to the Agent, and (v) calculation of expenses reimbursed to the Agent, and (b) file with the Court and serve on the U.S. Trustee, the DIP Agent, the Prepetition ABL Agent, and the Prepetition FILO Agent, any statutory committee, and any other party in interest who may so request, a report showing payment of each of the Consultant's fees, setting forth detail and

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information regarding the calculation of such fees paid to the Consultant and expenses reimbursed to the Consultant. Only the U.S. Trustee (and no other party) shall have 20 days after the date on which such report is filed to object, under the standards of section 328(a) of the Bankruptcy Code, solely as to the reasonableness of the compensation paid or expenses reimbursed to the Consultant; *provided, however*, that with respect to any such objection: (i) the Consultant's "Base Fee" and reimbursement of expenses shall be reviewed under the standards of section 328(a) and are found to be reasonable as of the date hereof, and such Base Fee shall not be later deemed unreasonable on the basis that the success of the Sale, whether on account of sales, recovery, or otherwise, resulted in the Consultant receiving compensation, in dollar terms, that was greater than any budget or forecast provided by the Debtors, their advisors, and/or the Consultant; and (ii) the Consultant's "Incentive Fee" or any other fee not reflected in the Consulting Agreements, and any additional expenses reimbursed in excess of the aggregate budget, shall not receive the same presumption and shall be reviewed under the standards of section 330 of the Bankruptcy Code. To the extent an objection is filed by the U.S. Trustee and cannot be resolved, the parties shall coordinate to have the objection to the Consultant's compensation brought before the Court at the next scheduled omnibus hearing or such other date and time as shall be agreed by the parties.

Schedule 1-A

BB&B Consulting Agreement



September 11, 2020

VIA EMAIL

Derek Dervish
Vice President – Asset Management
BED BATH & BEYOND INC.
650 Liberty Ave.
Union, NJ 07083
Email: derek.dervish@bedbath.com

Re: **Letter Agreement Governing Inventory Disposition**

Dear Derek:

By executing below, this letter shall serve as an agreement (“Agreement”) between Hilco Merchant Resources, LLC, on the one hand (“Agent” or a “Party”), and Bed Bath & Beyond Inc., on the other hand (“Merchant” or a “Party” and together with the Agent, the “Parties”), under which Agent shall act as the exclusive agent for the purpose of conducting a sale of certain Merchandise (as defined below) at the Merchant’s stores set forth on Work Orders issued by Merchant and agreed to by Agent from time to time (each a “Store” and collectively, the “Stores”) through a “Store Closing”, “Everything Must Go”, “Everything on Sale” or similar themed sale (the “Sale”). The Parties hereby agree that the list of Stores on a Work Order may be supplemented from time to time by written amendment to this Agreement executed in accordance with the foregoing in which case any Store added to a Work Order shall be deemed a “Store” for all purposes under this Agreement, and the Parties shall mutually agree upon any modifications to the Sale Term, Expense Budget(s), and other terms and conditions that may be necessary or appropriate in light of the additional retail store locations.

A. Merchandise

For purposes hereof, “Merchandise” shall mean all goods, saleable in the ordinary course, located in the Stores on the Sale Commencement Date (defined below). “Merchandise” does not mean and shall not include: (1) goods that belong to sublessees, licensees or concessionaires of Merchant; (2) owned furnishings, trade fixtures, equipment and improvements to real property that are located in the Stores (collectively, “FF&E”); or (3) damaged or defective merchandise that cannot be sold.

B. Sale Term

The initial Sale shall commence on such date as set forth in an applicable Work Order (the “Sale Commencement Date”) and conclude no later than such date as set forth in an applicable Work Order (the “Sale Termination Date”); provided, however, that the Parties may mutually agree in writing to extend or terminate the Sale at any Store prior to the Sale Termination Date. The period between the Sale Commencement Date and the Sale Termination Date shall be referred to as the “Sale Term.” At the conclusion of the Sale, Agent shall surrender the premises for each Store to Merchant

in broom clean condition and in accordance with the lease requirements for such premises, as directed by Merchant, in accordance with Section I herein. At the conclusion of the Sale at each Store, Agent shall photographically document the condition of each such Store. To the extent that the Sale as it pertains to a particular Store is delayed or interrupted because it is required to be closed due to the issuance of an order, rule, or regulation by a federal, state or local government agency related to COVID-19, the Sale Termination Date as to the affected Store shall be extended by the time period for which the Sale was delayed or interrupted.

C. Project Management

(i) Agent's Undertakings

During the Sale Term, Agent shall, in collaboration with Merchant, (a) provide qualified supervisors (the "Supervisors") engaged by Agent to oversee the management of the Stores; (b) determine appropriate point-of-sale and external advertising for the Stores, approved in advance by Merchant; (c) determine appropriate discounts of Merchandise, staffing levels for the Stores, approved in advance by Merchant, and appropriate bonus and incentive programs, if any, for the Stores' employees, approved in advance by Merchant; (d) oversee display of Merchandise for the Stores; (e) to the extent that information is available, evaluate sales of Merchandise by category and sales reporting and monitor expenses; (f) maintain the confidentiality of all proprietary or non-public information regarding Merchant in accordance with the provisions of the confidentiality agreement signed by the Parties; (g) assist Merchant in connection with managing and controlling loss prevention and employee relations matters; (h) assist Merchant with the creation and implementation of a customer transition program; (i) assist Merchant with determining the necessity for obtaining any applicable permits and governmental approvals to conduct the Sale, including working with Merchant to obtain each in a timely and orderly fashion and preparing or causing to be prepared all forms necessary to assist in Merchant's securing any applicable permits and governmental approvals necessary to conduct the Sale, the costs and expenses of which shall be paid by Merchant and shall be in addition to the costs and expenses set forth on the Expense Budget; (j) at Merchant's request, implement Agent's affiliate CareerFlex program for Merchant's Store level and other employees; and (k) provide such other related services deemed necessary or appropriate by Merchant and Agent.

The Parties expressly acknowledge and agree that Merchant shall have no liability to the Supervisors for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Agent's hiring or engagement of the Supervisors, and the Supervisors shall not be considered employees of Merchant.

(ii) Merchant's Undertakings

During the Sale Term, Merchant shall (a) be the employer of the Stores' employees, other than the Supervisors; (b) pay all taxes, costs, expenses, accounts payable, and other liabilities relating to the Stores, the Stores' employees and other representatives of Merchant; (c) prepare and process all tax forms and other documentation; (d) collect all sales taxes and pay them to the appropriate taxing authorities for the Stores; (e) use reasonable efforts to cause Merchant's employees to cooperate with Agent and the Supervisors; (f) execute all agreements determined by the Merchant and Agent to be necessary or desirable for the operation of the Stores during the Sale; (g) arrange for the ordinary maintenance of all point-of-sale equipment required for the Stores; (h) apply for and obtain, with Agent's assistance and support, all applicable permits and authorizations (including

landlord approvals and consents) for the Sale, including payment of all applicable costs and expenses associated therewith; (i) assist Agent with implementing the CareerFlex program for Merchant's Store level and other employees; and (j) ensure that Agent has quiet use and enjoyment of the Stores for the Sale Term in order to perform its obligations under this Agreement.

Merchant shall provide throughout the Sale Term central administrative services necessary for the Sale, including (without limitation) customary POS administration, sales audit, cash reconciliation, accounting, and payroll processing, all at no cost to Agent.

Merchant shall be responsible for providing direction to and supplies for the Stores in order to comply with federal, state and local COVID-19 related health and safety requirements, and Agent will assist with the implementation of such requirements at the Stores; provided, however, that Agent shall not be responsible to Merchant for the payment of nor liable for any fine, injury, death, or damage caused by or related to COVID-19 (collectively, "COVID-19 Losses"), unless such COVID-19 Losses were directly caused by Agent's gross negligence or willful misconduct. Agent's supervisors will provide their own personal protective equipment ("PPE") at no additional cost to Merchant. To the extent that temporary labor do not source and provide their own PPE, Agent will provide Merchant with Agent's cost (without lift or mark-up) for PPE and, if requested by Merchant, Agent will procure such PPE, and Merchant agrees to reimburse Agent for the costs associated therewith (in addition to amounts reflected in a Work Order).

The Parties expressly acknowledge and agree that Agent shall have no liability to Merchant's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant's employment, hiring or retention of its employees, and such employees shall not be considered employees of Agent. The Parties further expressly acknowledge and agree that Merchant shall have no liability to Agent's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Agent's employment, hiring or retention of its employees, and such employees shall not be considered employees of Merchant.

D. The Sale

All sales of Merchandise shall be made on behalf of Merchant. Agent does not have, nor shall it have, any right, title or interest in the Merchandise. All sales of Merchandise shall be by cash, gift card, gift certificate, merchandise credit, debit card, or credit card and, at Merchant's discretion, by check or otherwise in accordance with Merchant's policies, and shall be "final" with no returns accepted or allowed, unless otherwise directed by Merchant.

E. Agent Fee and Expenses in Connection with the Sale

As used in this Agreement, the following terms shall have the following meanings:

(i) "Gross Proceeds" shall mean the sum of the gross proceeds of all sales of Merchandise made in the Store during the Sale Term, net only of sales taxes.

(ii) "Gross Recovery Threshold" shall mean the Gross Proceeds, calculated using the "gross rings" method, divided by the Retail Price of the Merchandise sold, calculated using the "gross rings" method.

(iii) “Merchandise File” shall mean the Merchant’s books and records, as well as all files provided to Agent during due diligence.

(iv) “Retail Price” shall mean with respect to each item of Merchandise (excluding a small amount of Merchandise classified as clearance, “web deals,” “as-is” or in-store special), the lower of the lowest ticketed, marked, shelf, Merchandise File, point of sale, or other file price as reflected in Merchant’s books and records for such item.

In consideration of its services hereunder, Merchant shall pay Agent a “Base Fee” equal to sixty-five one hundredths of one percent (0.65%) of the Gross Proceeds of Merchandise sold at the Stores. In addition to the “Base Fee”, Agent may also earn an “Incentive Fee” (together with the Base Fee, the “Merchandise Fee”) equal to the aggregate sum of the percentages shown in the following table, based upon the following Gross Recovery Thresholds (e.g., in each case, as calculated back to first dollar):

Gross Recovery Threshold	Agent Incentive Fee
65.10% - 66.0%	An additional .20% of Gross Proceeds Total Merchandise Fee of .85% of Gross Proceeds
66.10% - 67.00%	An additional .10% of Gross Proceeds Total Merchandise Fee of .95% of Gross Proceeds
Over 67.00%	An additional .10% of Gross Proceeds Total Merchandise Fee of 1.05% of Gross Proceeds

The definitive Gross Recovery Threshold shall be determined in connection with the Final Reconciliation, and once determined, the parties (as part of the Final Reconciliation) shall determine the actual amount of Agent’s Incentive Fee. Merchant shall pay any outstanding, unpaid portions of Agent’s Incentive Fee in connection with the Final Reconciliation.

Merchant shall be responsible for all expenses of the Sale, including (without limitation) all Store level operating expenses, all costs and expenses related to Merchant’s other retail store operations, and Agent’s other reasonable, documented out of pocket expenses. To control expenses of the Sale, Merchant and Agent have established an aggregate budget (the “Expense Budget”) of certain delineated expenses, including (without limitation) payment of the costs of supervision (including (without limitation) Supervisors’ wages, travel, and deferred compensation) and advertising costs (including signage and the shipping, freight, and sales tax related thereto where applicable, at cost with no markup). The Expense Budget for the Sale is attached to each Work Order. In the event Agent desires to modify the Expense Budget attached hereto after the date of this Agreement, Agent will present such modifications to Merchant for Merchant’s consent, which consent may be withheld by Merchant in Merchant’s sole discretion. The costs of supervision set forth in each Work Order include, among other things, industry standard deferred compensation.

All accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Agent) shall be reconciled on every Wednesday for the prior week and shall be paid within twenty-one (21) days after each such weekly reconciliation. The Parties shall complete a final reconciliation and settlement of all amounts payable to Agent and contemplated by

this Agreement (including, without limitation, Expense Budget items, and fees earned hereunder) no later than forty five (45) days following the Sale Termination Date for the last Store.

F. Indemnification

(i) Merchant's Indemnification

Merchant shall indemnify, defend, and hold Agent and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, affiliates, and Supervisors (collectively, "Agent Indemnified Parties") harmless from and against all third-party liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) the willful or negligent acts or omissions of Merchant or the Merchant Indemnified Parties (as defined below); (b) the material breach of any provision of this Agreement by Merchant; (c) any liability or other claims, including, without limitation, product liability claims, asserted by customers, any Store employees (under a collective bargaining agreement or otherwise), or any other person (excluding Agent Indemnified Parties) against Agent or an Agent Indemnified Party, except claims arising from Agent's negligence, willful misconduct or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortuous or otherwise actionable treatment of Agent's Indemnified Parties or Merchant's customers by Merchant or Merchant's Indemnified Parties; and (e) Merchant's failure to pay over to the appropriate taxing authority any taxes required to be paid by Merchant during the Sale Term in accordance with applicable law.

(ii) Agent's Indemnification

Agent shall indemnify, defend and hold Merchant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, and affiliates (other than the Agent or the Agent Indemnified Parties) (collectively, "Merchant Indemnified Parties") harmless from and against all third party liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to (a) the willful or negligent acts or omissions of Agent or the Agent Indemnified Parties; (b) the breach of any provision of, or the failure to perform any obligation under, this Agreement by Agent; (c) any liability or other claims made by Agent's Indemnified Parties or any other person (excluding Merchant Indemnified Parties) against a Merchant Indemnified Party arising out of or related to Agent's conduct of the Sale, except claims arising from Merchant's negligence, willful misconduct, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortuous or otherwise actionable treatment of Merchant Indemnified Parties, or Merchant's customers by Agent or any of the Agent Indemnified Parties and (e) any claims made by any party engaged by Agent as an employee, agent, representative or independent contractor arising out of such engagement.

G. Insurance

(i) Merchant's Insurance Obligations

Merchant shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability (to the extent currently provided), comprehensive public liability

insurance and auto liability insurance) covering injuries to persons and property in or in connection with the Stores, and shall cause Agent to be named an additional insured with respect to all such policies. At Agent's request, Merchant shall provide Agent with a certificate or certificates evidencing the insurance coverage required hereunder and that Agent is an additional insured thereunder. In addition, Merchant shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all statutory requirements.

(ii) Agent's Insurance Obligations

As an expense of the Sale, Agent shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability/completed operations, contractual liability, comprehensive public liability and auto liability insurance) on an occurrence basis in an amount of at least Two Million dollars (\$2,000,000) and an aggregate basis of at least five million dollars (\$5,000,000) covering injuries to persons and property in or in connection with Agent's provision of services at the Stores. Agent shall name Merchant as an additional insured and loss payee under such policy, and upon execution of this Agreement provide Merchant with a certificate or certificates evidencing the insurance coverage required hereunder. In addition, Agent shall maintain throughout the Sale Term, workers compensation insurance compliance with all statutory requirements. Further, should Agent employ or engage third parties to perform any of Agent's undertakings with regard to this Agreement, Agent will ensure that such third parties are covered by Agent's insurance or maintain all of the same insurance as Agent is required to maintain pursuant to this paragraph and name Merchant as an additional insured and loss payee under the policy for each such insurance.

H. Representations, Warranties, Covenants and Agreements

(i) Merchant warrants, represents, covenants and agrees that (a) Merchant is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and maintains its principal executive office at the address set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Merchant and this Agreement constitutes a valid and binding obligation of Merchant enforceable against Merchant in accordance with its terms and conditions, and the consent of no other entity or person is required for Merchant to fully perform all of its obligations herein, (c) all ticketing of Merchandise at the Stores has been and will be done in accordance with Merchant's customary ticketing practices; (d) all normal course hard markdowns on the Merchandise have been, and will be, taken consistent with customary Merchant's practices, and (e) the Stores will be operated in the ordinary course of business in all respects, other than those expressly agreed to by Merchant and Agent.

(ii) Agent warrants, represents, covenants and agrees that (a) Agent is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform the Agent's obligations hereunder, and maintains its principal executive office at the addresses set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Agent and this Agreement constitutes a valid and binding obligation of Agent enforceable against Agent in accordance with its terms and conditions, and the consent of no other entity or person is required for Agent to fully perform all of its obligations herein, (c) Agent shall comply with and

act in accordance with any and all applicable state and local laws, rules, and regulations, and other legal obligations of all governmental authorities, (d) no non-emergency repairs or maintenance in the Stores will be conducted without Merchant's prior written consent, and (e) Agent will not take any disciplinary action against any employee of Merchant.

I. Furniture, Fixtures and Equipment

Agent shall sell the FF&E in the Stores from the Stores themselves. In consideration for selling the FF&E, Agent shall be entitled to a commission from the sale of the FF&E equal to ten percent (10.0%) of the Gross Proceeds of the sale of the FF&E.

Agent shall remit to Merchant all Gross Proceeds from the sale of FF&E. During each weekly reconciliation described in section E above, Agent's FF&E fee shall be calculated, and Agent's calculated FF&E fee and all FF&E costs and expenses then incurred shall be paid within 21 days after each such weekly reconciliation.

Merchant shall be responsible for all reasonable costs and expenses incurred by Agent in connection with (i) the sale of FF&E, and (ii) surrendering the premises in accordance with the lease requirements for such premises, as directed by Merchant, which costs and expenses shall be incurred pursuant to a budget or budgets to be established from time to time by mutual agreement of the Parties. Agent shall not have the right to abandon at the Stores any unsold FF&E; provided, however, in the event Merchant desires that Agent decommission and/or de-brand (collectively, "Decommission") any Store and/or remove any FF&E that is affixed to a Store premises, including without limitation by glue, nails or screws, such Decommission and FF&E removal shall be subject to a separate scope of work, which may include an additional fee payable to Agent in connection with such work, and budget mutually agreed upon by Merchant and Agent.

J. Termination

The following shall constitute "Termination Events" hereunder:

- (a) Merchant's or Agent's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting Party;
- (b) Any representation or warranty made by Merchant or Agent is untrue in any material respect as of the date made or at any time and throughout the Sale Term; or
- (c) the Sale at all Stores is terminated or materially interrupted or impaired for any reason other than an event of default by Agent or Merchant.

If a Termination Event occurs, the non-defaulting Party (in the case of an event of default) or either Party (if the Sale is otherwise terminated or materially interrupted or impaired) may, in its discretion, elect to terminate this Agreement by providing seven (7) business days' written notice thereof to the other Party and, in the case of an event of default, in addition to terminating this Agreement, pursue any and all rights and remedies and damages resulting from such default. If this Agreement is terminated, Merchant shall be obligated to pay Agent all amounts due under this Agreement through and including the termination date.

K. Notices

All notices, certificates, approvals, and payments provided for herein shall be sent by fax or by recognized overnight delivery service as follows: (a) To Merchant: at the address listed above, ATTN: EVP, Chief Stores Officer; (b) To Agent: c/o Hilco Merchant Resources, LLC, One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Fax: 847- 849-0859, Attn: Ian S. Fredericks; or (c) such other address as may be designated in writing by Merchant or Agent.

L. Independent Consultant

Agent's relationship to Merchant is that of an independent contractor without the capacity to bind Merchant in any respect. No employer/employee, principal/agent, joint venture or other such relationship is created by this Agreement. Merchant shall have no control over the hours that Agent or its employees or assistants or the Supervisors work or the means or manner in which the services that will be provided are performed and Agent is not authorized to enter into any contracts or agreements on behalf of Merchant or to otherwise create any obligations of Merchant to third parties, unless authorized in writing to do so by Merchant.

M. Non-Assignment

Neither this Agreement nor any of the rights hereunder may be transferred or assigned by either Party without the prior written consent of the other Party; provided, however Merchant may use the services of Agent in Stores leased by subsidiaries of Merchant. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any Party to this Agreement unless made in writing and signed by a duly authorized representative or agent of such Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

N. Severability

If any term or provision of this Agreement, as applied to either Party or any circumstance, for any reason shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. If the surviving portions of the Agreement fail to retain the essential understanding of the Parties, the Agreement may be terminated by mutual consent of the Parties.

O. Governing Law, Venue, Jurisdiction and Jury Waiver

This Agreement, and its validity, construction and effect, shall be governed by and enforced in accordance with the internal laws of the State of New Jersey (without reference to the conflicts of laws provisions therein). Merchant and Agent waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Agent against Merchant or Merchant against Agent on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between Merchant and

Agent, any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

P. Entire Agreement

This Agreement, together with all additional schedules and exhibits attached hereto, constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement.

Q. Execution

This Agreement may be executed simultaneously in counterparts (including by means of electronic mail, facsimile or portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic mail, a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

R. Ethical Conduct Policy

It is the policy of Merchant and its subsidiaries and affiliates to conduct all its business transactions in accordance with the highest ethical standards and all applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act). Agent shall not, directly or indirectly, solicit or accept from, nor offer, promise or pay to, any individual or entity (including, but not limited, to any government official any bribe, kickback or any other improper payment of money or anything else of value. This includes, but is not limited to, any improper payment in exchange for Merchant's execution of this Agreement. Agent will also require any subcontractor (of any level) to adhere to the same standards and will appropriately monitor its subcontractors to ensure such adherence. In addition, any individual who is employed by or who represents Merchant is prohibited from soliciting, accepting, offering, promising or paying any bribe, kickback or any other improper payment of money or anything else of value. If any such improper actions are observed, contact our Legal Department (Attention: General Counsel) at the address set forth herein and/or by telephone at 908-688-0888, so that the incident may be fully investigated.

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If this Agreement is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

DocuSigned by:

Sarah Baker

AC491BAA66644E1...

By: Sarah Baker

Its: VP & AGC, Managing Member

 **AGREED AND ACCEPTED as of the 11th day of September, 2020:**

 BED BATH & BEYOND INC.

 DocuSigned by:

John Hartmann

14E2FE9G50CA41C...

By: John Hartmann

Its: EVP, COO



August 26, 2022

VIA EMAIL

Derek Dervish
Vice President – Asset Management
Buy Buy Baby, Inc. 650
Liberty Ave.
Union, NJ 07083
Email: derek.dervish@bedbath.com

Re: **Amendment to Letter Agreements**

Derek:

Reference is made to (i) that certain letter agreement dated September 11, 2021 by and between Hilco Merchant Resources, LLC (“Agent” or a “Party”) and Bed Bath & Beyond Inc. (the “BB&B” or a “Party”) (as supplemented or amended, the “BB&B Agreement”) and (ii) by that certain letter agreement dated March 2, 2021 by and between Agent and Buy Buy Baby, Inc. (“BBB” or a “Party”; together with BB&B, the “Merchant”; collectively with BB&B and Agent, the “Parties”) (as supplemented or amended, the “BBB Agreement” and together with the BB&B Agreement, the “Agreements”) Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the respective Agreement.

The Parties hereby amend the Agreements as follows (the “Amendment”):

Section E. of the Agreements are hereby amended and modified as follows:

1. The “Base Fee” is hereby increased from sixty-five one hundredths of one percent (0.65%) to eighty one hundredths of one percent (0.80%).
2. With respect to the table outlining the “Gross Recovery Threshold” and “Agent Incentive Fee”, the table is hereby amended and modified as follows:
 - a. The reference to “Total Merchandise Fee of .85% of Gross Proceeds” is hereby deleted and replaced with “Total Merchandise Fee of 1.0% of Gross Proceeds”;
 - b. The reference to “Total Merchandise Fee of .95% of Gross Proceeds” is hereby deleted and replaced with “Total Merchandise Fee of 1.10% of Gross Proceeds”; and
 - c. The reference to “Total Merchandise Fee of 1.05% of Gross Proceeds” is hereby deleted and replaced with “Total Merchandise Fee of 1.20% of Gross Proceeds”.

The Agent shall be authorized to syndicate the transactions contemplated by the Agreements with Tiger Capital Group on terms and conditions mutually agreed upon between the Agent and

Tiger Capital Group. Per the Merchant's request, Agent shall continue to lead all aspects of the transactions contemplated by the Agreements.

With respect to this Amendment, (i) Merchant hereby reaffirms the representations, warranties, and agreements set forth in section H. of the Agreements, and (ii) Agent hereby reaffirms the representations, warranties, and agreements set forth in section H. of the Agreements.

This Amendment, together the Agreements, all prior amendments or supplements, and all schedules and exhibits attached hereto and thereto, constitutes a single, integrated written contract expressing the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this Amendment except as specifically set forth in this Amendment or the Agreements.

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If this Amendment is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

DocuSigned by:

Ian S. Fredericks

8211DF797AB4402...

By: Ian S. Fredericks

Its: President

**AGREED AND ACCEPTED as of the ____ day
of August, 2022:**

BED BATH & BEYOND, INC.

DocuSigned by:

Derek B Dervish

D65B971000BB4E0...

By: Derek B Dervish

Its: Senior Director of Asset Mgt. and Inventory Operations

BUY BUY BABY, INC.

DocuSigned by:

Derek B Dervish

D65B971000BB4E0...

By: Derek B Dervish

Its: Senior Director of Asset Mgt. and Inventory Operations



February 12, 2023

VIA EMAIL

Derek Dervish
Vice President – Asset Management
Buy Buy Baby, Inc.
650 Liberty Ave.
Union, NJ 07083
Email: derek.dervish@bedbath.com

Re: Second Amendment to Letter Agreements

Derek:

Reference is made to (i) that certain letter agreement dated September 11, 2020 by and between Hilco Merchant Resources, LLC (“Agent” or a “Party”) and Bed Bath & Beyond Inc. (“BB&B” or a “Party”) (as amended, modified, supplemented or restated and in effect from time to time, the “BB&B Agreement”) and (ii) by that certain letter agreement dated March 2, 2021 by and between Agent and Buy Buy Baby, Inc. (“BBB” or a “Party”; together with BB&B, the “Merchant”; collectively with BB&B and Agent, the “Parties”) (as amended, modified, supplemented or restated and in effect from time to time, the “BBB Agreement”; the BB&B Agreement and BBB Agreement are collectively referred to herein as the “Agreements”). Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the respective BB&B Agreement or the BBB Agreement, as the context makes applicable.

The Agreements provide for, among other things, the procedures in which the Sales will be executed, and details related thereto. Accordingly, Merchant and Agent mutually desire to amend the Agreements to, inter alia, (i) provide that this letter amendment (the “Second Amendment”) shall constitute a “Work Order” under the Agreements, (ii) add Harmon Stores, Inc. as a party to the Agreements, (iii) expand the scope of Stores covered by the Agreements by adding additional Stores thereunder as set forth herein and in the Exhibits annexed hereto and incorporated herein, and (iii) modify certain other terms and provisions of the Agreements, in each case on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Second Amendment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree that the Agreements shall be amended as set forth herein.

1. Harmon Stores. Effective January 27, 2023, by its counter-signature hereto Harmon Stores, Inc. shall be and the same hereby is added as “Party” to the BB&B Agreement and shall be treated as “Merchant” thereunder and hereunder for all purposes.

2. Closing Store Designations.

a) Pursuant to this Second Amendment, Merchant hereby designates those Store locations identified in Exhibit A-1 hereto and incorporated herein (hereinafter, collectively the “Amendment 2 ‘Wave 3’ Stores”) and the Store locations identified in Exhibit A-2 (the “Amendment 2 ‘Wave 4’ Stores”) for closure through the conduct of the Sale in accordance with the terms of the Agreements, as amended hereby. The Expense Budget applicable to the conduct of the Sale at the Amendment 2 “Wave 3” Stores and Amendment 2 “Wave 4” Stores” are annexed hereto as Exhibit B-1 and Exhibit B-2, respectively, and are

incorporated herein by reference.

b) From and after January 27, 2023, Merchant may designate one or more of the store locations identified in Exhibit A-3 hereto and incorporated herein (each an “Additional Store”; and collectively the “Additional Stores”) for closure through the conduct of the Sale in accordance with the terms of the Agreements, as amended hereby. Upon Merchant’s designation of an Additional Store(s) for closure under the Agreements, (i) the terms and provisions of the Agreements shall apply for all purposes with respect thereto, including (without limitation) that all such Additional Stores shall be deemed Stores for all purposes, (ii) Merchant shall designate the Sale Commencement Date and Sale Termination Date, respectively, applicable to such Additional Store(s), and (iii) Merchant and Agent shall mutually agree on an appropriate “Expense Budget” that shall be applicable to the conduct of the Sale at such Additional Store(s). If the Additional Stores constitute all of the locations listed on Exhibit A-3, the Expense Budget for such Additional Stores is hereby annexed hereto as Exhibit B-3 and incorporated herein by reference.

3. Permitted Sale Themes. Anything in the Agreements to the contrary notwithstanding, subject to Merchant’s prior written consent Agent shall be authorized to market and advertise the Sale in the Stores utilizing a “Going-Out-of-Business” sale theme, which theme shall be in addition to such other sale themes set forth in the Agreements.

4. “Merchandise” Definition. Section A of the Agreements is hereby amended by deleting the first sentence thereof in its entirety and substituting the following in its place:

“For purposes hereof, “Merchandise” shall mean all goods, saleable in the ordinary course, located in the Stores, distribution centers or warehouses (collectively, the “DCs”), in transit to or from the Stores or DCs, or on-order on the Sale Commencement Date (defined below).”

5. Agent Fee: Expenses.

a) Section E of each Agreement is hereby amended by deleting the first full paragraph appearing on page 4 thereof in its entirety and substituting the following in its place:

“(1) In consideration of its services hereunder, Merchant shall pay Agent a “Base Fee” equal to one and one half percent (1.5%) of the Gross Proceeds of Merchandise sold at the Stores. For purposes of calculating the Base Fee under this Agreement, “Gross Proceeds” means gross receipts from sales of Merchandise during the Sale Term, net of applicable sales taxes.

(2) In addition to the “Base Fee”, Agent may also earn an “Incentive Fee” (together with the Base Fee, the “Merchandise Fee”) equal to the aggregate sum of the percentages shown in the following table, based upon the following “Net Recovery Thresholds” (e.g., in each case, as calculated back to first dollar):”

b) Section E of each Agreement is hereby amended by deleting the table outlining the “Gross Recovery Threshold” and “Agent Incentive Fee” with respect to Amendment 2 ‘Wave 3’ Stores and Amendment 2 ‘Wave 4’ Stores and substituting the following in its place:

Net Recovery Threshold	Agent Incentive Fee
39.0%-39.49%	An additional 0.875% of Net Proceeds
39.50%-39.99%	An additional 1.125% of Net Proceeds
40.00%-40.49%	An additional 1.375% of Net Proceeds
40.50%-40.99%	An additional 1.625% of Net Proceeds
41.00% and above	An additional 1.875% of Net Proceeds

The Agent Incentive Fee referenced above as earned in each case shall be in addition to the Base Fee and shall be calculated back to the first dollar received; provided, that Agent agrees that in no event shall the Agent Incentive Fee with respect to Amendment 2 'Wave 3' Stores and Amendment 2 'Wave 4' Stores exceed \$5,000,000 in the aggregate; provided, further, that any Agent Incentive Fee with respect to any Additional Stores shall be (i) subject to the mutual agreement of Merchant and Agent and (ii) based upon a grid calculated in the same manner as the above grid. For purposes of the Agreements, as amended hereby, "Net Recovery" shall be determined based on the Expenses of the Sale identified in Exhibit C hereto and incorporated herein by reference.

c) Section E of each Agreement is hereby amended by deleting the last full paragraph thereof in its entirety and substituting the following in its place:

"All accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Agent or, with respect to the Additional Goods Fee, Merchant) shall be reconciled on every Wednesday for the prior week and shall be paid within seven (7) days after each such weekly reconciliation. The Parties shall complete a final reconciliation and settlement of all amounts payable to Agent or, with respect to the Additional Agent Goods Fee, Merchant and contemplated by this Agreement (including, without limitation, Expense Budget items, and fees earned hereunder) no later than forty five (45) days following the Sale Termination Date for the last Store."

6. FF&E Disposition. Section I of the Agreements are hereby amended as follows: (i) all references to "Stores" in Section I are hereby deleted and replaced with "Stores, DCs, and corporate office(s)"; (ii) the reference to "twenty-one (21) days" is hereby deleted and replaced with (iii) "seven (7) days"; and (iii) the reference to "ten percent (10%)" is hereby deleted and replaced with "twelve and one-half percent (12.5%)".

7. Additional Agent Goods. Each Agreements are hereby amended by adding new Section S as follows:

"Agent shall have the right to supplement the Merchandise in the Sale at the Stores with additional goods procured by Agent which are of like kind, and no lesser quality to the Merchandise in the Sale at the Stores ("Additional Agent Goods"). The Additional Agent Goods shall be purchased by Agent as part of the Sale, and delivered to the Stores. Sales of Additional Agent Goods shall be run through Merchant's cash register systems; provided, however, that Merchant shall assist with marking, and Agent shall mark the Additional Agent Goods, using either a "dummy" SKU or department number, or in such other manner so as to distinguish the sale of Additional Agent Goods from the sale of Merchandise. Agent and Merchant shall also cooperate so as to ensure that the Additional Agent Goods are marked in such a way that a reasonable consumer could identify the Additional Agent Goods as non-Merchant goods. Additionally, Agent shall provide signage in the Stores notifying customers that the Additional Agent Goods have been included in the Sale.

Consultant shall pay to Merchant an amount equal to seven and one-half percent (7.5%) of the gross proceeds (excluding sales taxes) from the sale of Additional Consultant Goods completed during the Sale Term (the "Additional Consultant Goods Fee"), and Consultant shall retain all remaining amounts from the sale of the Additional Consultant Goods. Any amount due from Agent to Merchant in respect of the sale of Additional Agent Goods in accordance with this Section S shall be paid not later than three (3) Business Days following the parties' completion of each weekly reconciliation with respect to sales of Additional Consultant Goods sold by Consultant during the prior week (or at such other mutually agreed upon time).

Agent and Merchant intend that the transactions relating to the Additional Agent Goods are, and shall be construed as, a true consignment from Agent to Merchant in all respects and not a consignment for security purposes. Subject solely to Agent's obligations to pay to Merchant the Additional Agent Goods Fee, at all times and for all purposes the Additional Agent Goods and their proceeds shall be the exclusive property of Agent, and no other person or entity shall have any claim against any of the Additional Agent Goods or their proceeds. The Additional Agent Goods shall at all times remain subject to the exclusive control of Agent.

Merchant shall insure the Additional Agent Goods and, if required, promptly file any proofs of loss with regard to same with Merchant's insurers. Merchant shall be responsible for payment of any deductible under any such insurance in the event of any casualty affecting the Additional Agent Goods.

Merchant acknowledges, and the Approval Order shall provide, that the Additional Agent Goods shall be consigned to Merchant as a true consignment under Article 9 of the Uniform Commercial Code. Agent is hereby granted a first priority security interest in and lien upon (i) the Additional Agent Goods and (ii) the Additional Agent Goods proceeds, and Agent is hereby authorized to file UCC financing statements and provide notifications to any prior secured parties and which security interest shall be deemed perfected pursuant to the Approval Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties (provided that Agent is hereby authorized to deliver all required notices and file all necessary financing statements and amendments thereof under the applicable UCC identifying Agent's interest in the Additional Agent Goods as consigned goods thereunder and the Merchant as the consignee therefor, and Agent's security interest in and lien upon such Additional Agent Goods and Additional Agent Goods proceeds)."

8. Bankruptcy Matters. The Agreements are hereby amended by adding new Section T as follows:

"If Merchant commences one or more cases under Chapter 11 of title 11, United States Code (the "Bankruptcy Code"), with a bankruptcy court (the "Bankruptcy Court"), Merchant shall file a motion to assume this Agreement under section 365 of the Bankruptcy Code as part of its "first day" motions, and utilize its reasonable best efforts to ensure that such motion is approved by an order that provides, among other things, as follows: (i) the payment of all fees and reimbursement of expenses hereunder to Agent is approved without further order of the court and shall be free and clear of all liens, claims and encumbrances; (ii) all such payments of fees and reimbursement of expenses shall be made on a weekly basis without further order of the Bankruptcy Court and otherwise in accordance with this Agreement; (iii) approval of the transaction contemplated hereby; (iv) authorizing the Sale without the necessity of complying with state and local rules, laws, ordinances and regulations,

including, without limitation, permitting and licensing requirements, that could otherwise govern the Sale; (v) authorizing the Sale notwithstanding restrictions in leases, reciprocal easement agreements or other contracts that purport to restrict the Sale or the necessity of obtaining any third party consents; (vi) approve the sale of Additional Agent Goods in accordance with the terms and conditions hereof; and (vii) take all further actions as are necessary or appropriate to carry out the terms and conditions of this Agreement. In such event, any legal action, suit or proceeding arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Bankruptcy Court having jurisdiction over Merchant, and each Party hereby waives any defenses or objections based on lack of jurisdiction, improper venue, and/or *forum non conveniens*. From and after entry of the Approval Order, Agent shall conduct the Sale in accordance with the terms of the Approval Order in all material respects.”

For the avoidance of doubt, the Agreements, as amended by the Amendment to Letter Agreement dated August 26, 2022 (the “First Amendment”) and all prior Work Orders shall continue to govern the Sale at any Stores where such Sale commenced prior to the date of this Second Amendment.

Merchant and Agent mutually agree that, no later than seven (7) days after the Sale Commencement Date, Merchant shall fund an advance to the Agent in an amount equal to the sum of [\$5,500,427] in respect of the Sale Expenses identified in the Amendment 2 “Wave 3” and “Wave 4” Stores Expense Budgets annexed hereto as Exhibit B-1 and B-2, respectively. All other accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Agent) shall be reconciled in accordance with Section E herein. Any portion of the Sale Deposit not used to pay amounts contemplated by the Agreements shall be returned to Merchant (or its designee) within seven (7) business days following the final reconciliation.

The Agent shall be authorized to syndicate the transactions contemplated by the Agreements with Tiger Capital Group, LLC (“Tiger”), Gordon Brothers Retail Partners, LLC (“GBRP”), and B. Riley Retail Solutions, LLC (“B. Riley”); and together with Tiger and GBRP the “Participants”) on terms and conditions mutually agreed upon between the Agent and the Participants. Per the Merchant’s request, Agent and GBRP shall co-lead all aspects of the transactions contemplated by the Agreements from and after the date hereof.

With respect to this Second Amendment, (i) Merchant hereby reaffirms the representations, warranties, and agreements set forth in Section H of the Agreements, and (ii) Agent hereby reaffirms the representations, warranties, and agreements set forth in Section H of the Agreements.

This Amendment, together the Agreements and the First Amendment, all prior amendments, Work Orders, or supplements, and all schedules and exhibits attached hereto and thereto, constitutes a single, integrated written contract expressing the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this Amendment except as specifically set forth in this Amendment or the Agreements.

*[Remainder of Page Intentionally Left Blank;
Signatures Appear Next Page]*

If this Amendment is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to the opportunity to continue working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC,
As Agent (for itself and the Participants)

DocuSigned by:

Ian S. Fredericks

By: _____

8211DF797AB4402...

Name: Ian S. Fredericks

Its: President

2/12/2023

**AGREED AND ACCEPTED as of the ____ day
of February, 2023:**

MERCHANT:

BED BATH & BEYOND, INC.

DocuSigned by:

Mara Sirhal

By: _____

44AE07EE019D4D5...

Name: Mara Sirhal

Its: EVP Brand President, Bed Bath & Beyond

BUY BUY BABY, INC.

DocuSigned by:

Patty Wu

By: _____

77E7A5A06DA5428...

Name: Patty Wu

Its: SVP GM

HARMON STORES, INC., with respect to this Amendment
and as an additional "Merchant" under the BB&B Agreement.

DocuSigned by:

Mara Sirhal

By: _____

44AE07EE019D4D5...

Name: Mara Sirhal

Its: EVP Brand President, Bed Bath & Beyond

EXHIBIT A

[To be inserted]

Bed Bath & Beyond.2023.Wave 3
Exhibit A-1

Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
35	BBBY-US	ANNAPOLIS	200 Harker Place Suite 200	Annapolis	MD	21401	42,446
59	BBBY-US	HIALEAH	1460 W 49th St	HIALEAH	FL	33012	26,238
64	BBBY-US	WILMETTE	3232 LAKE AVE, SUITE 125	WILMETTE	IL	60091	40,000
65	BBBY-US	FAIRFAX TOWN CENTER	12100 FAIRFAX TOWNE CENTER	FAIRFAX	VA	22033	39,669
69	BBBY-US	BRANDON	320 BRANDON TOWN CENTER DRIVE	BRANDON	FL	33511	40,000
83	BBBY-US	PALM DESERT	72459 HIGHWAY 111	PALM DESERT	CA	92260	39,874
92	BBBY-US	BOCA RATON	20560 STATE ROAD 7	BOCA RATON	FL	33498	41,500
102	BBBY-US	BURLINGTON	3 ABBOTT PARK	BURLINGTON	MA	01803	43,000
106	BBBY-US	CHESAPEAKE	1324 GREENBRIER PARKWAY	CHESAPEAKE	VA	23320	40,484
118	BBBY-US	BUCKHEAD	1 Buckhead Loop	ATLANTA	GA	30326	40,000
125	BBBY-US	BETHEL PARK	1700 OXFORD DRIVE	BETHEL PARK	PA	15102	39,988
150	BBBY-US	BOYNTON BEACH	371 N. CONGRESS AVENUE	BOYNTON BEACH	FL	33426	37,560
165	BBBY-US	BLOOMINGTON	7961 SOUTHTOWN CENTER	BLOOMINGTON	MN	55431	48,820
187	BBBY-US	GENEVA	1584 SOUTH RANDALL ROAD	GENEVA	IL	60134	35,631
190	BBBY-US	CRYSTAL LAKE	5786 NORTHWEST HIGHWAY	CRYSTAL LAKE	IL	60014	40,000
195	BBBY-US	COLUMBUS	3750 EASTON MARKET	COLUMBUS	OH	43219	40,000
216	BBBY-US	VANCOUVER	7809B Vancouver Plaza Dr #102	VANCOUVER	WA	98662	26,909
243	BBBY-US	OLATHE	15335 W. 119TH STREET	OLATHE	KS	66062	31,000
247	BBBY-US	ELMSFORD	251 East Main Street	ELMSFORD	NY	10523	84,450
252	BBBY-US	BRIDGEWATER	155 PROMENADE BOULEVARD	BRIDGEWATER	NJ	08807	40,415
269	BBBY-US	FRANCONIA	6642 LOISDALE ROAD	SPRINGFIELD	VA	22150	37,809
282	BBBY-US	WATERFORD LAKES	397 North Alafaya Trail	ORLANDO	FL	32828	30,616
291	BBBY-US	CORAL SPRINGS	4631 NORTH UNIVERSITY DRIVE	CORAL SPRINGS	FL	33067	30,571
296	BBBY-US	MONTGOMERYVILLE	1261 KNAPP ROAD	North Wales	PA	19454	32,037
312	BBBY-US	Visalia	3125 South Mooney Blvd.	Visalia	CA	93277	25,000
347	BBBY-US	Royal Palm Beach	540 North State Road 7	Royal Palm Beach	FL	33411	30,000
367	BBBY-US	Spartanburg	205 West Blackstock Road	Spartanburg	SC	29301	36,137
383	BBBY-US	Hawthorne	14351 Hindry Avenue	Hawthorne	CA	90250	40,500
389	BBBY-US	Mays Landing	190 Hamilton Commons	Mays Landing	NJ	08330	30,000
390	BBBY-US	Springdale	4350 Summit Plaza Drive	Louisville	KY	40241	30,116
403	BBBY-US	Memphis	870 South White Station Road	Memphis	TN	38117	26,408
406	BBBY-US	West Plano	6400 West Plano Parkway, Suite 125	Plano	TX	75093	25,000
429	BBBY-US	Temple Town Square	2112 SW HK Dodgen Loop	Temple	TX	76504	24,920

Bed Bath & Beyond.2023.Wave 3
Exhibit A-1

Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
460	BBBY-US	Sunset Hills	10770 Sunset Hills Plaza	St Louis	MO	63127	36,140
461	BBBY-US	North Fayette	160 Quinn Drive	Pittsburgh	PA	15275	28,250
467	BBBY-US	Gateway	459 Gateway Drive	Brooklyn	NY	11239	37,734
481	BBBY-US	Lewisville	420 East FM 3040 Suite 300	Lewisville	TX	75067	30,000
484	BBBY-US	Orange Park	6001 24 Argyle Forest Blvd	Jacksonville	FL	32244	25,978
505	BBBY-US	Carlsbad	1905 Calle Barcelona Suite 100	Carlsbad	CA	92009	28,000
517	BBBY-US	North Little Rock	4122 McCain Blvd	North Little Rock	AR	72117	25,500
553	BBBY-US	Bulova	72 15 25th Avenue	East Elmhurst	NY	11370	29,847
555	BBBY-US	Wilton	3064 Route 50	Saratoga Springs	NY	12866	18,430
588	BBBY-US	Chicago Ridge	9650 S Ridgeland Avenue	Chicago Ridge	IL	60415	31,596
621	BBBY-US	Southington	835 Queen Street	Southington	CT	06489	22,877
763	BBBY-US	Raynham	600 South Street West, Suite 13	Raynham	MA	02767	25,398
764	BBBY-US	Park City	1678 W Redstone Center Drive	Park City	UT	84098	21,366
773	BBBY-US	Daphne	6850 US Highway 90 Anchor D	Daphne	AL	36526	20,322
781	BBBY-US	Poughkeepsie	2020 South Road, Suite 3	Poughkeepsie	NY	12601	25,174
785	BBBY-US	Wethersfield	1065 Silas Deane Highway	Wethersfield	CT	06109	35,312
788	BBBY-US	Mt Laurel	8 Centerton Road	Mt. Laurel	NJ	08054	30,200
789	BBBY-US	Monroeville	3739 William Penn Highway	Monroeville	PA	15146	25,312
791	BBBY-US	Forest Park	215 Harlem Avenue	Forest Park	IL	60130	24,809
819	BBBY-US	Carroll County	200 Clifton Blvd	Westminster	MD	21157	23,000
844	BBBY-US	North Dartmouth	458 State Rd, Rt 6, Suite 100	North Dartmouth	MA	02747	27,704
849	BBBY-US	Pittsfield	665 Merrill Rd	Pittsfield	MA	01201	23,573
850	BBBY-US	Sayville	5131 Sunrise Highway	Bohemia	NY	11716	42,000
1023	BBBY-US	Fairfield	2260 Kings Highway	Fairfield	CT	06824	34,267
1025	BBBY-US	Upland	1865 North Campus Avenue, Building #15	Upland	CA	91784	33,000
1027	BBBY-US	Williamsburg	4900 Monticello Ave, Suite 4	Williamsburg	VA	23188	23,133
1039	BBBY-US	Butler	1160 Route 23 North	Kinnelon	NJ	07405	23,500
1043	BBBY-US	Morgantown	395 Target Way	Morgantown	WV	26501	26,427
1047	BBBY-US	4 S Ranch	10537 4S Commons Drive, Suite 170	San Diego	CA	92127	27,045
1052	BBBY-US	Thornton	16531 Washington Street	Thornton	CO	80023	25,175
1063	BBBY-US	Culver City	10822 Jefferson Blvd	Culver City	CA	90230	26,419
1072	BBBY-US	Boise	3615 S. Federal Way	Boise	ID	83705	28,000
1079	BBBY-US	Matawan	1121 Highway 34, Suite A	Matawan	NJ	07747	25,000

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Bed Bath & Beyond.2023.Wave 3
Exhibit A-1

Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
1088	BBBY-US	Wausau	3575 Rib Mountain Drive	Wausau	WI	54401	23,064
1089	BBBY-US	North Chattanooga	5523 Highway 153, Suite 112	Hixson	TN	37343	24,595
1093	BBBY-US	Dedham	820 Providence Highway	Dedham	MA	02026	30,220
1113	BBBY-US	Ocean City	12641 Ocean Gateway Suite 240	Ocean City	MD	21842	23,404
1131	BBBY-US	River City	13221 City Station Drive, Suite 125	Jacksonville	FL	32218	25,000
1132	BBBY-US	Delray Beach	14824 South Military Trail	Delray Beach	FL	33484	25,570
1137	BBBY-US	Las Posas	165 S. Las Posas Rd	San Marcos	CA	92078	28,305
1139	BBBY-US	Folsom	2385 Iron Point Rd	Folsom	CA	95630	35,000
1147	BBBY-US	Loveland	1605 Fall River Drive	Loveland	CO	80538	23,402
1151	BBBY-US	Signal Butte	1834 South Signal Butte Rd	Mesa	AZ	85209	28,042
1174	BBBY-US	Enfield	20 Hazard Avenue	Enfield	CT	06082	24,801
1176	BBBY-US	Glendora	1405 East Gladstone Street	Glendora	CA	91740	30,000
1218	BBBY-US	Iowa City	2515 Corridor Way Suite 5	Coralville	IA	52241	23,028
1230	BBBY-US	Lake Success	1490 Union Turnpike	New Hyde Park	NY	11040	34,363
1311	BBBY-US	Flemington	276 Route 202/31	Flemington	NJ	08822-1759	34,486
1343	BBBY-US	Winchester	2540 S. Pleasant Valley Road	Winchester	VA	22601	25,960
1353	BBBY-US	Apopka	2239 East Semoran Blvd	Apopka	FL	32703	27,860
1395	BBBY-US	Bismarck	1455 East Lasalle Drive	Bismarck	ND	58503	22,731
1413	BBBY-US	Liberty View	850 Third Avenue	Brooklyn	NY	11232	49,731
1431	BBBY-US	Dulles Landing	24670 Dulles Landing Dr Unt150	Dulles	VA	20166-2670	36,016
1436	BBBY-US	Walla Walla	1630 W Poplar Street	Walla Walla	WA	99362	18,400
3014	BABY-US	Henrietta	790 Jefferson Rd., Suite 300	Rochester	NY	14623-3254	29,407
3059	BABY-US	Port Chester	441 Boston Post Road	Port Chester	NY	10573-4738	25,000
3102	BABY-US	Liberty View (Brooklyn)	850 Third Avenue	Brooklyn	NY	11232	23,782
3135	BABY-US	Lewisville	719 Hebron Parkway	Lewisville	TX	75057	30,117
3142	BABY-US	No. Charleston	5930 Rivers Ave	North Charleston	SC	29406	28,200
8002	HARMON-US	Wayne	1595 -1 Route 23 South	Wayne	NJ	07470	6,164
8003	HARMON-US	Valley Ridge	580 Valley Road	Wayne	NJ	07470	5,550
8004	HARMON-US	EAST HANOVER	392 Route 10 West	East Hanover	NJ	07936	5,200
8005	HARMON-US	West Caldwell	36 Clinton Road	West Caldwell	NJ	07006	6,674
8007	HARMON-US	Massapequa	806 Hicksville Road	Massapequa	NY	11758	6,300
8008	HARMON-US	Closter	123 Ver Valen Street	Closter	NJ	07624	5,200
8015	HARMON-US	Hackensack	370 W. Pleasant View Avenue	Hackensack	NJ	07601	6,090

Bed Bath & Beyond.2023.Wave 3
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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
8016	HARMON-US	Manalapan	357 Route 9 South	Manalapan	NJ	07726	8,429
8018	HARMON-US	Succasunna	275 State Route 10 E. STE 350	Succasunna	NJ	07876	6,000
8020	HARMON-US	PARAMUS	145 Route 4 West	Paramus	NJ	07652	8,350
8022	HARMON-US	Melville	925 Walt Whitman Road, Route 110	Melville	NY	11747	8,730
8023	HARMON-US	Totowa	465 Route 46 West	Totowa	NJ	07512	6,108
8026	HARMON-US	New Rochelle	77 Quaker Ridge Road	New Rochelle	NY	10804	6,760
8027	HARMON-US	Raritan	300 US Highway 202	Raritan	NJ	08869	6,130
8028	HARMON-US	Matawan	359 Route 34 North	Matawan	NJ	07747	6,000
8029	HARMON-US	Plainview	1119 Old Country Road	Plainview	NY	11803	8,088
8030	HARMON-US	Franklin	100 D Route 23 North, Franklin Shopping Center	Franklin	NJ	07416	7,200
8031	HARMON-US	Newton	10 B Route 206 North	Newton	NJ	07860	7,500
8033	HARMON-US	Greenbrook	303 Route 22 East	Greenbrook	NJ	08812	6,500
8035	HARMON-US	Carlstadt	675 Paterson Avenue	Carlstadt	NJ	07072	6,500
8036	HARMON-US	Westfield	335 South Avenue, East	Westfield	NJ	07090	8,527
8037	HARMON-US	Hartsdale	165-171 Central Park Avenue	Hartsdale	NY	10530	6,744
8038	HARMON-US	Yonkers	2131 Central Park Avenue	Yonkers	NY	10710	6,455
8039	HARMON-US	Millburn	720 Morris Turnpike	Short Hills	NJ	07078	8,536
8040	HARMON-US	Shrewsbury	550 Broad Street - Route 35	Shrewsbury	NJ	07702-4139	7,408
8041	HARMON-US	Westwood	700 Broadway, Suite 32	Westwood	NJ	07675	7,060
8043	HARMON-US	Seaview Square	2309-200 Route 66	Ocean	NJ	07712	6,450
8044	HARMON-US	Mineola	530 Jericho Turnpike	Mineola	NY	11501	6,750
8045	HARMON-US	Holmdel	2145 Highway 35 - Holmdel Plaza	Holmdel	NJ	07733	5,825
8049	HARMON-US	WOODBIDGE	675 Route 1 South, Suite 2	Iselin	NJ	08830	5,906
8050	HARMON-US	Poughkeepsie	2600 South Road	Poughkeepsie	NY	12601	5,600
8052	HARMON-US	Clifton	390 Route 3 West	Clifton	NJ	07013	6,000
8053	HARMON-US	BRICK	479 Route 70 East	Brick	NJ	08723	5,850
8054	HARMON-US	Morris Plains	1711 Route 10 East	Morris Plains	NJ	07950	5,600
8055	HARMON-US	East Brunswick	300 Route 18 East	East Brunswick	NJ	08816	5,500
8056	HARMON-US	Nanuet	46 Rockland Plaza / Route 59	Nanuet	NY	10954	5,292
8057	HARMON-US	Carle Place	Carle Place Commons 167 Old Country Road	Carle Place	NY	11514	4,114
8058	HARMON-US	Edgewater	725 River Road	Edgewater	NJ	07020	5,482
8059	HARMON-US	Commack	8 Veterans Memorial Highway	Commack	NY	11725	6,600
8063	HARMON-US	Jupiter	17450 N ALTERNATE A1A STE 101	JUPITER	FL	33477	5,500

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Exhibit A-1

Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
8064	HARMON-US	Chelsea	675 6TH AVENUE	New York	NY	10010-5100	10,500
8066	HARMON-US	DEPTFORD	1765 DEPTFORD CENTER ROAD	Deptford	NJ	08096	5,684
8067	HARMON-US	Liberty View	850 Third Ave.	Brooklyn	NY	11232	10,504
8068	HARMON-US	PASADENA	3609 E Foothill Blvd	Pasadena	CA	91107	6,421
8069	HARMON-US	Boerum Place	245 Atlantic Ave	Brooklyn	NY	11201	6,178
8070	HARMON-US	Gillette	977 Valley Road	Gillette	NJ	07933	5,478
8071	HARMON-US	Summerlin	2315 Summa Drive Suite 110	Las Vegas	NV	89135	6,233
8075	HARMON-US	WEST LOS ANGELES	10561 West Pico Blvd	Los Angelse	CA	90064	6,293
8077	HARMON-US	Broadway	2171 Broadway	New York	NY	10024	9,685
141							22,580

Bed Bath & Beyond.2023.Wave 4
Exhibit A-2

Store List							
Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
12	BBBY-US	NORWALK	542 WESTPORT AVENUE	NORWALK	CT	06851	47,581
38	BBBY-US	SAN FRANCISCO	555 9TH STREET	SAN FRANCISCO	CA	94103	73,455
44	BBBY-US	TROY	650 JOHN R. ROAD	TROY	MI	48083	36,400
58	BBBY-US	KING OF PRUSSIA	224 W. DEKALB PIKE	KING OF PRUSSIA	PA	19406	42,101
60	BBBY-US	FAIRLAWN	3750 WEST MARKET ST UNIT K	FAIRLAWN	OH	44333	35,860
80	BBBY-US	DULUTH	3675 SATELLITE BLVD.	DULUTH	GA	30096	29,820
107	BBBY-US	INDEPENDENCE	19950 East Jackson Drive	INDEPENDENCE	MO	64057	33,056
141	BBBY-US	ALAMO	522 Northwest Loop 410, Suite 103	San Antonio	TX	78216	40,015
151	BBBY-US	NORTH KANSAS	8201 N.W. ROANRIDGE ROAD	KANSAS CITY	MO	64151	35,000
176	BBBY-US	SHAWNEE	15400 SHAWNEE MISSION PARKWAY	SHAWNEE	KS	66217	37,827
177	BBBY-US	KNOXVILLE	244 MORRELL ROAD	KNOXVILLE	TN	37919	40,000
186	BBBY-US	YORBA LINDA	23041 SAVI RANCH PKWY	YORBA LINDA	CA	92887	43,000
219	BBBY-US	BRENTWOOD	8340 Eager Road	St Louis	MO	63144	37,868
222	BBBY-US	APPLETON	4721 WEST GRANDE MARKET DRIVE	Appleton	WI	54913	30,040
231	BBBY-US	NORMAN	620 Ed Noble Parkway	NORMAN	OK	73072	23,306
242	BBBY-US	DAVENPORT	4022 EAST 53rd STREET	DAVENPORT	IA	52807	30,914
258	BBBY-US	ELIZABETH	651 KAPKOWSKI ROAD	ELIZABETH	NJ	07201	41,200
265	BBBY-US	MANDEVILLE	3414 HIGHWAY 190 SUITE 2	MANDEVILLE	LA	70471	30,500
283	BBBY-US	BRUNSWICK	197 GOLDEN ISLES PLAZA	BRUNSWICK	GA	31520	25,000
284	BBBY-US	COSTA MESA	3900 SOUTH BRISTOL STREET	SANTA ANA	CA	92704	32,071
288	BBBY-US	WESTLAND	35615 Warren Road	WESTLAND	MI	48185	25,086
290	BBBY-US	NORMAL	1700 EAST COLLEGE AVENUE	NORMAL	IL	61761	30,200
302	BBBY-US	Reading	2771 Paper Mill Road Space D	Wyomissing	PA	19610	30,066
303	BBBY-US	Watchung	1511 US Highway 22 Suite 6	Watchung	NJ	07069	39,684
314	BBBY-US	KENNEWICK	1220 N. Columbia Center Blvd.	Kennewick	WA	99336	31,002
316	BBBY-US	NORTH BRUNSWICK	873 Route 1 South	North Brunswick	NJ	08902	31,841
324	BBBY-US	HAGERSTOWN	17716 Garland Groh Boulevard	Hagerstown	MD	21740	30,000
331	BBBY-US	San Luis Obispo	317 Madonna Road	San Luis Obispo	CA	93405	35,786
335	BBBY-US	Peoria	4800 North University Street	Peoria	IL	61614	31,250
342	BBBY-US	Cedar Rapids	4840 1St Avenue NE	Cedar Rapids	IA	52402	25,056
348	BBBY-US	Marlton	740 Route 73 South	Marlton	NJ	08053	29,850
356	BBBY-US	El Paso	1327 George Dieter Drive	El Paso	TX	79936	30,000
366	BBBY-US	Rochester	40 25th Street SE	Rochester	MN	55904	30,282
369	BBBY-US	Okemos	1982 West Grand River Avenue	Okemos	MI	48864	30,200
379	BBBY-US	West Wichita	2441 N Maize Road Suite 601	Wichita	KS	67205	25,000
395	BBBY-US	Fort Wayne	4020 West Jefferson Blvd.	Fort Wayne	IN	46804	30,439
398	BBBY-US	Shreveport	7070 Youree Drive	Shreveport	LA	71105	30,000
399	BBBY-US	Holland	3050 Beeline Road Suite 30	Holland	MI	49424	19,000
401	BBBY-US	Ramsey	225 Interstate Shopping Center	Ramsey	NJ	07446	25,000
408	BBBY-US	Northglenn	241 West 104th Avenue	Northglenn	CO	80234	25,100
409	BBBY-US	Elk Grove	9145 W Stockton Blvd	Elk Grove	CA	95758	28,212
415	BBBY-US	Kildeer	20505 N Rand Road Suite 100	Kildeer	IL	60047	35,000
420	BBBY-US	Saginaw	4420 Bay Road	Saginaw	MI	48603	31,519
427	BBBY-US	Gastonia	401 Cox Road Suite 105	Gastonia	NC	28054	24,000
438	BBBY-US	Dillon	318 Dillon Ridge Way	Dillon	CO	80435	24,000
440	BBBY-US	Hickory	1835 Catawba Valley Blvd SE	Hickory	NC	28602	30,000
443	BBBY-US	Fairway Plaza	5636 Fairmont Parkway	Pasadena	TX	77505	27,985
444	BBBY-US	Lees Summit	1648 N W Chipman Road	Lee s Summit	MO	64081	28,000
446	BBBY-US	Flint	G 3605 Miller Road	Flint	MI	48507	29,120
453	BBBY-US	Manchester	1698 Hale Road	Manchester	CT	06040	30,000
463	BBBY-US	Bellingham	4255 Meridian Street	Bellingham	WA	98226	28,000
464	BBBY-US	North Raleigh	9521 Strickland Road	Raleigh	NC	27615	55,688
471	BBBY-US	Grand Junction	2464 US Highway 6 & 50 Ste 106	Grand Junction	CO	81505	24,864
473	BBBY-US	Cumming	1545 Marketplace Blvd	Cumming	GA	30041	20,000
478	BBBY-US	Corvallis	1725 NW 9th Street	Corvallis	OR	97330	20,000
480	BBBY-US	Melbourne	1555 West New Haven Avenue	West Melbourne	FL	32904	26,194
483	BBBY-US	Lyncroft	3160 Evans Street Suite B	Greenville	NC	27834	20,094
488	BBBY-US	Vacaville	128 Browns Valley Parkway	Vacaville	CA	95688	31,600
515	BBBY-US	Dewitt	3409 Erie Blvd East Suite 150	Dewitt	NY	13214	25,000
519	BBBY-US	Beaumont	3975 Dowlen Road	Beaumont	TX	77706	20,000
520	BBBY-US	Portage	5930 S Westnedge Avenue	Portage	MI	49024	25,000
526	BBBY-US	Purdue	3555 State Road 38 East	LaFayette	IN	47905	21,032
532	BBBY-US	Amherst	1583 Niagara Falls Blvd	Amherst	NY	14228	25,000
533	BBBY-US	Rivergate	2156 Gallatin Road North	Madison	TN	37115	25,715
543	BBBY-US	Largo	10500 Ulmerton Road Suite 310	Largo	FL	33771	24,006
548	BBBY-US	Houma	1636 Martin Luther King Blvd	Houma	LA	70360	18,558
552	BBBY-US	Minnetonka	11240 Wayzata Boulevard	Minnetonka	MN	55305	34,124
554	BBBY-US	Harrisonburg	283 Burgess Road	Harrisonburg	VA	22801	21,322

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Store List							
Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
565	BBBY-US	Lincoln Square	1932 Broadway	New York	NY	10023	65,000
574	BBBY-US	ISSAQUAH	775 NW Gilman Blvd Suite C1	Issaquah	WA	98027	24,909
576	BBBY-US	East Mentor	9700 Mentor Avenue	Mentor	OH	44060	24,984
580	BBBY-US	Lake Charles	1768 W Prien Lake Road	Lake Charles	LA	70601	20,000
582	BBBY-US	Monroe	4239 Pecanland Mall Drive	Monroe	LA	71203	20,000
584	BBBY-US	Sangamon	3251 S Veterans Parkway	Springfield	IL	62704	21,944
587	BBBY-US	Chico	2101 Martin Luther King Parkway, Suite 20	Chico	CA	95928	25,000
590	BBBY-US	Mobile	3250 Airport Blvd Suite 100	Mobile	AL	36606	24,565
594	BBBY-US	East Madison	4275 Lien Road	Madison	WI	53704	25,000
596	BBBY-US	The Columns	1081 Vann Drive Suite 107	Jackson	TN	38305	20,000
607	BBBY-US	Ridge Park	4766 Ridge Road	Brooklyn	OH	44144	24,150
630	BBBY-US	Roanoke	1421 Towne Square Blvd NW	Roanoke	VA	24012	22,272
757	BBBY-US	Cranberry	20111 Route 19 Suite 12	Cranberry Township	PA	16066	23,634
770	BBBY-US	East Northport	3083 Jericho Turnpike	East Northport	NY	11731	33,983
778	BBBY-US	Sherman	3710 Town Center Street	Sherman	TX	75092	18,000
779	BBBY-US	East Columbia	6090 Garners Ferry Road, Suite C	Columbia	SC	29209	25,000
790	BBBY-US	Las Cruces	2200 East Lohman Avenue	Las Cruces	NM	88001	23,163
801	BBBY-US	Tupelo	3938 N. Gloster Street Suite E.	Tupelo	MS	38804	23,000
803	BBBY-US	Texarkana	4248 St Michael Drive	Texarkana	TX	75503	20,000
804	BBBY-US	Upper Arlington	1717 West Lane Avenue Unit D2	Upper Arlington	OH	43221	25,624
805	BBBY-US	Germantown	12940 Middlebrook Road	Germantown	MD	20874	28,006
807	BBBY-US	Frye Road	3445 West Frye Road	Chandler	AZ	85226-5008	26,998
815	BBBY-US	Valparaiso	91 Silhavy Road	Valparaiso	IN	46383	23,094
829	BBBY-US	Newburgh	1399 Route #300	Newburgh	NY	12550	24,600
834	BBBY-US	Hermitage	4646 Lebanon Pike	Hermitage	TN	37076	23,085
843	BBBY-US	West Babylon	825 West Montauk Highway	West Babylon	NY	11704	29,875
845	BBBY-US	Victoria	7808 Zac Lentz Parkway	Victoria	TX	77904	23,000
848	BBBY-US	Topeka	1900 B Southwest Wanamaker Road	Topeka	KS	66604	30,116
1001	BBBY-US	Pearland	2750 Smith Ranch Road	Pearland	TX	77584	25,000
1019	BBBY-US	Ikea Drive	300 Ikea Drive, Suite #10	Paramus	NJ	07652-1253	60,000
1022	BBBY-US	Alamance	1463 University Drive	Burlington	NC	27215	22,684
1034	BBBY-US	North Attleborough	1360 South Washington Street, Unit #4	North Attleboro	MA	02760	32,000
1040	BBBY-US	Manahawkin	205 Route 72 West	Manahawkin	NJ	08050	22,585
1045	BBBY-US	Alexandria	7690 B Richmond Highway	Alexandria	VA	22306	25,000
1050	BBBY-US	Promenade Mall	5352 East Skelly Drive	Tulsa	OK	74135	29,400
1062	BBBY-US	Paducah	5187 Hinkleville Road, Suite B	Paducah	KY	42001	23,000
1065	BBBY-US	Joplin	409 South Geneva Avenue	Joplin	MO	64801	22,813
1074	BBBY-US	Glenwood Springs	115 East Meadows Dr	Glenwood Springs	CO	81601	23,000
1078	BBBY-US	Downey	12060 Lakewood Blvd.	Downey	CA	90242	30,413
1090	BBBY-US	Leominster	76 Orchard Hill Park Drive	Leominster	MA	01453	26,708
1111	BBBY-US	Henrietta	720 Jefferson Rd	Rochester	NY	14623	29,592
1134	BBBY-US	Aiken	339 Fabian Drive	Aiken	SC	29803	23,000
1135	BBBY-US	Mechanicsburg	6416 Carlisle Pike, Suite 2700	Mechanicsburg	PA	17050	29,983
1145	BBBY-US	BLOOMINGTON	731 College Mall Road South	Bloomington	IN	47401	25,000
1153	BBBY-US	Topsham	147 Bath Road Suite A170	Brunswick	ME	04011-1430	22,267
1168	BBBY-US	Helena	2027 Cromwell Dixon Lane	Helena	MT	59601	20,000
1170	BBBY-US	Lake Lanier	1025 Dawsonville Highway	Gainesville	GA	30501	26,674
1183	BBBY-US	Dothan	4863 Montgomery Highway Suite 200	Dothan	AL	36303	23,403
1193	BBBY-US	Rainbow & Arroyo	7175 Arroyo Crossing Parkway	Las Vegas	NV	89113	35,000
1194	BBBY-US	TriBeCa	270 Greenwich St	New York	NY	10007	32,000
1198	BBBY-US	Bristol	442 Pinnacle Parkway	Bristol	TN	37620	23,400
1199	BBBY-US	Beaumont	1642 E. 2nd Street Marketplace	Beaumont	CA	92223	25,000
1216	BBBY-US	Casper	601 SE Wyoming Blvd., Suite 1124	Casper	WY	82609	20,436
1222	BBBY-US	Moscow	1966 Pullman Road	Moscow	ID	83843	23,683
1225	BBBY-US	Cheyenne	5214 Rue Terre	Cheyenne	WY	82009	22,732
1239	BBBY-US	Weatherford	225 Adams Drive Suite 235	Weatherford	TX	76086	20,400
1242	BBBY-US	Noblesville	14139 Town Center Boulevard Suite 800	Noblesville	IN	46060	25,078
1247	BBBY-US	Eastchase	7971 Eastchase Parkway	Montgomery	AL	36117	28,000
1262	BBBY-US	SE Fort Worth	1551 North US Hwy 287 Suite 701	Mansfield	TX	76063	23,400
1273	BBBY-US	West Tulsa	7410 South Olympia Avenue	Tulsa	OK	74132	25,000
1275	BBBY-US	Fort Smith	3955 Phoenix Avenue	Fort Smith	AR	72903	23,400
1278	BBBY-US	Moore	2150 S. Service Road	Moore	OK	73160	23,400
1284	BBBY-US	Opelika	2746 Enterprise Drive	Opelika	AL	36801	23,400
1285	BBBY-US	Hot Springs	1454 Higdon Ferry Rd	Hot Springs	AR	71913	23,400
1294	BBBY-US	Plaistow	58 Plaistow Road	Plaistow	NH	03865	23,050
1302	BBBY-US	CANTON	1810 Cumming Highway Suite 850	Canton	GA	30115	23,391
1316	BBBY-US	Hadley	337 Russell Street	Hadley	MA	01035	26,170
1320	BBBY-US	Amherst Crossing	123 Route 101A #E	Amherst	NH	03031	20,327

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Store List							
Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
1339	BBBY-US	Medford	1600 North Riverside Ave	Medford	OR	97501	29,853
1342	BBBY-US	Columbia	205 North Stadium Blvd	Columbia	MO	65203	28,122
1346	BBBY-US	Victor	20 Square Dr.	Victor	NY	14564	28,753
1350	BBBY-US	Clarksville	2829 Wilma Rudolph Blvd	Clarksville	TN	37040	23,632
1356	BBBY-US	Roseville	2480 North Fairview Avenue	Roseville	MN	55113	26,500
1374	BBBY-US	Kenosha	7450 Green Bay Road Suite A	Kenosha	WI	53142	25,000
1375	BBBY-US	Grand Island	3416 W State Street	Grand Island	NE	68803	20,142
1387	BBBY-US	California	23415 Three Notch Road, Unit 9-B	California	MD	20619	23,400
1404	BBBY-US	Sioux City	5751 Sunnybrook Drive	Sioux City	IA	51106	20,009
1414	BBBY-US	Hudson	17 Highland Commons East	Hudson	MA	01749	24,660
1417	BBBY-US	Guilford	1919 Boston Post Rd Suite 310	Guilford	CT	06437	20,890
1451	BBBY-US	Clackamas	12535 SE 82nd Ave., Suite A	Clackamas	OR	97015	42,842
1901	BBBY-US	Kip's Bay	460 3rd Ave	New York	NY	10016	23,200
149							28,007

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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
1	BBBY-US	SPRINGFIELD	715 MORRIS Turnpike	SPRINGFIELD	NJ	07081	47,640
8	BBBY-US	CANOGA PARK	6530 CANOGA AVENUE	CANOGA PARK	CA	91303	42,050
20	BBBY-US	WEST LOS ANGELES	11854 West Olympic Boulevard	Los Angeles	CA	90064-1100	63,000
24	BBBY-US	SANTA ROSA	2785 SANTA ROSA AVE	SANTA ROSA	CA	95407	35,000
25	BBBY-US	STUDIO CITY	12555 VENTURA BLVD	STUDIO CITY	CA	91604	29,844
26	BBBY-US	OAKLAND	590 2ND STREET	OAKLAND	CA	94607	18,793
27	BBBY-US	CHERRY HILL	2130 Marlton Pike W, Suite D	Cherry Hill	NJ	08002	38,012
29	BBBY-US	FALLS CHURCH	5810 CROSSROADS CENTER WAY	FALLS CHURCH	VA	22041	36,000
31	BBBY-US	SAN DIEGO	1750 CAMINO DEL RIO NORTH	SAN DIEGO	CA	92108	77,925
32	BBBY-US	DEERFIELD	96 SOUTH WAUKEGAN ROAD	DEERFIELD	IL	60015	47,000
33	BBBY-US	ROCKVILLE	1519 ROCKVILLE PIKE	ROCKVILLE	MD	20852	50,204
37	BBBY-US	LAKE GROVE	2045 Smith Haven Plaza	Lake Grove	NY	11755	64,776
40	BBBY-US	ALBANY	32 WOLF ROAD	ALBANY	NY	12205	38,500
42	BBBY-US	MANHATTAN	620 6TH AVENUE	NEW YORK	NY	10011	92,025
45	BBBY-US	HOUSTON 45	17355 Tomball Parkway Suite 1J	Houston	TX	77064	44,998
46	BBBY-US	DADELAND	8380 SOUTH DIXIE HIGHWAY	MIAMI	FL	33143	60,000
47	BBBY-US	TUCSON	4811 E. GRANT ROAD, Suite 131	TUCSON	AZ	85712	36,518
49	BBBY-US	STERLING HEIGHTS	12020 HALL ROAD	STERLING HEIGHTS	MI	48313	42,609
51	BBBY-US	WEBSTER	19801 GULF FREEWAY, SUITE 1000	WEBSTER	TX	77598	53,829
52	BBBY-US	COLUMBIA 52	9021 SNOWDEN RIVER PARKWAY	COLUMBIA	MD	21046	40,055
53	BBBY-US	DOWNERS GROVE	1548 BUTTERFIELD ROAD	DOWNERS GROVE	IL	60515	73,572
54	BBBY-US	WESTLAKE	30083 DETROIT ROAD	WESTLAKE	OH	44145	29,963
55	BBBY-US	WEST PALM BEACH	1875 Palm Beach Lakes Blvd A05	WEST PALM BEACH	FL	33401	32,400
61	BBBY-US	PLANO	801 WEST 15TH STREET, SUITE D	PLANO	TX	75075	43,988
63	BBBY-US	LINCOLN PARK	1800 N. CLYBOURN AVE., SUITE A	CHICAGO	IL	60614	32,972
66	BBBY-US	KENNESAW	840 ERNEST BARRETT PKWY Ste170	KENNESAW	GA	30144	35,000
67	BBBY-US	ADDISON	13900 Dallas Parkway	DALLAS	TX	75240	54,337
68	BBBY-US	DENVER 68	370 S Colorado Blvd	Glendale	CO	80246	44,997
82	BBBY-US	DALLAS	8005 Park Lane	DALLAS	TX	75231	53,500
86	BBBY-US	TULSA	10011 East 71st Street	TULSA	OK	74133	42,000
87	BBBY-US	OVERLAND PARK	12035 METCALF	OVERLAND PARK	KS	66213	50,028
88	BBBY-US	HOUSTON 88	10515 KATY FREEWAY,SUITE A	HOUSTON	TX	77024	47,900
97	BBBY-US	AUSTIN 97	5400 BRODIE LANE SUITE 300	AUSTIN	TX	78745	42,098

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Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
98	BBBY-US	BIRMINGHAM	1771 MONTGOMERY HIGHWAY	HOOVER	AL	35244	38,297
99	BBBY-US	CARROLLWOOD	13123 NORTH DALE MABRY HIGHWAY	TAMPA	FL	33618	35,931
101	BBBY-US	RANCHO CUCAMONGA	11530 4th Street Suite 120	Rancho Cucamonga	CA	91730	26,000
103	BBBY-US	ALPHARETTA	6050 North Point Parkway	Alpharetta	GA	30022	39,999
108	BBBY-US	ROCKFORD	6309 EAST STATE STREET	ROCKFORD	IL	61108	35,800
110	BBBY-US	CHARLOTTESVILLE	975A NORTH EMMET STREET	CHARLOTTESVILLE	VA	22903	36,450
111	BBBY-US	ALBUQUERQUE	2451 San Mateo Blvd NE Suite D	ALBUQUERQUE	NM	87110	30,162
114	BBBY-US	VIRGINIA BEACH	220 CONSTITUTION DRIVE	VIRGINIA BEACH	VA	23462	37,500
116	BBBY-US	HUMBLE	20514 HIGHWAY 59 N.	HUMBLE	TX	77338	35,000
119	BBBY-US	CANTON	6725 STRIP AVENUE NW	NORTH CANTON	OH	44720	40,000
121	BBBY-US	WOLFCHASE	2810 GERMANTOWN PARKWAY	MEMPHIS	TN	38133	40,000
124	BBBY-US	CARY	405 CROSS ROADS BOULEVARD	CARY	NC	27518	43,000
126	BBBY-US	STAFFORD	12520 FOUNTAIN LAKE CIRCLE	STAFFORD	TX	77477	36,000
127	BBBY-US	SANTA CLARA	5201 STEVENS CREEK BLVD.	SANTA CLARA	CA	95051	40,000
128	BBBY-US	NAPLES	5351 N. AIRPORT ROAD	NAPLES	FL	34109	44,777
129	BBBY-US	ARLINGTON	4000 Retail Connection Way, Suite 101	ARLINGTON	TX	76018	30,000
132	BBBY-US	MADISON	215 JUNCTION ROAD	MADISON	WI	53717	35,345
133	BBBY-US	NAPERVILLE	336 S Rt 59	NAPERVILLE	IL	60540	32,744
134	BBBY-US	HUEBNER OAKS	11745 IH 10 WEST SUITE 750	SAN ANTONIO	TX	78230	35,009
135	BBBY-US	REGO PARK	96-05 QUEENS BOULEVARD	REGO PARK	NY	11374	45,997
136	BBBY-US	PORTLAND	16800 SOUTHWEST 72nd AVENUE	TIGARD	OR	97224	36,000
137	BBBY-US	DENVER WEST VILLAGE	14383 WEST COLFAX AVENUE	GOLDEN	CO	80401	36,273
138	BBBY-US	THOUSAND OAKS	121 SOUTH WESTLAKE BLVD	THOUSAND OAKS	CA	91362	35,000
139	BBBY-US	OCEANSIDE	2120 VISTA WAY	OCEANSIDE	CA	92054	38,008
147	BBBY-US	BALLWIN	141 Highlands Boulevard Drive	Manchester	MO	63011	35,000
148	BBBY-US	MOUNTAIN BROOK	313 SUMMIT BOULEVARD	BIRMINGHAM	AL	35243	30,056
149	BBBY-US	BRAINTREE	400 GROSSMAN DRIVE	BRAINTREE	MA	02184	35,963
154	BBBY-US	SOUTHSIDE	8801-1 SOUTHSIDE BOULEVARD	JACKSONVILLE	FL	32256	35,000
155	BBBY-US	AUGUSTA	221 ROBERT C. DANIEL, JR. PKWY	AUGUSTA	GA	30909	37,500
156	BBBY-US	HENRICO	10050 WEST BROAD STREET	GLEN ALLEN	VA	23060	40,000
157	BBBY-US	MID-RIVERS	281 MID RIVERS MALL DRIVE	ST. PETERS	MO	63376	38,843
159	BBBY-US	EAST HANOVER	180 ROUTE 10 WEST	EAST HANOVER	NJ	07936	50,182
160	BBBY-US	WOODBIDGE	675 US Highway 1S, Suite 5	ISELIN	NJ	08830-3125	34,000

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Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
164	BBBY-US	OKLAHOMA CITY	2848 NW 63rd STREET	OKLAHOMA CITY	OK	73116	40,739
166	BBBY-US	ROSEVILLE 166	30801 GRATOIT ROAD	ROSEVILLE	MI	48066	44,500
169	BBBY-US	WALDORF	3270 CRAIN HIGHWAY	WALDORF	MD	20603	36,424
172	BBBY-US	NEWPORT NEWS	12132 A JEFFERSON AVENUE	NEWPORT NEWS	VA	23602	41,929
173	BBBY-US	DUBLIN	4882 DUBLIN BLVD	DUBLIN	CA	94568	35,472
178	BBBY-US	ST. PETERSBURG	2060 66th Street North	St. Petersburg	FL	33710	36,926
181	BBBY-US	WILLISTON	115 TRADER LANE	WILLISTON	VT	05495	40,000
183	BBBY-US	PASADENA	3341 EAST FOOTHILL BLVD	PASADENA	CA	91107	40,000
188	BBBY-US	FREDERICK	5413 URBANA PIKE	FREDERICK	MD	21704	38,700
189	BBBY-US	CHANDLER	850 N. 54TH STREET	CHANDLER	AZ	85226	32,713
192	BBBY-US	MIDLOTHIAN	11609 MIDLOTHIAN TURNPIKE	MIDLOTHIAN	VA	23113	40,000
194	BBBY-US	FT. COLLINS	110 W. TROUTMAN PARKWAY	FT. COLLINS	CO	80525	50,695
196	BBBY-US	TOWSON	1238 PUTTY HILL AVENUE Suite 1	TOWSON	MD	21286	36,990
197	BBBY-US	AVENTURA	19205 BISCAYNE BLVD	AVENTURA	FL	33180	45,000
199	BBBY-US	COLUMBIA 199	136 HARBISON BLVD	COLUMBIA	SC	29212	40,800
200	BBBY-US	N. COLORADO SPRINGS	1790 EAST WOODMEN ROAD	COLORADO SPRINGS	CO	80920	38,000
202	BBBY-US	GRAND RAPIDS	4901 28TH STREET, SE	GRAND RAPIDS	MI	49512	40,000
204	BBBY-US	OLON	6025 KRUSE DRIVE SUITE 123	OLON	OH	44139	40,000
207	BBBY-US	DEPTFORD	1755 Deptford Center Road	Deptford	NJ	08096	38,094
208	BBBY-US	RENO	4983 S VIRGINIA STREET	RENO	NV	89502	35,185
211	BBBY-US	LINCOLN	2960 PINE LAKE ROAD SUITE A	LINCOLN	NE	68516	35,000
213	BBBY-US	JENSEN BEACH	2450 NW FEDERAL HIGHWAY	STUART	FL	34994	34,900
214	BBBY-US	CLEARWATER	23676 US HWY 19 NORTH	CLEARWATER	FL	33765	33,330
215	BBBY-US	MISHAWAKA	5802 GRAPE RD, SUITE B	MISHAWAKA	IN	46545	38,042
224	BBBY-US	BRICK	51 CHAMBERSBRIDGE ROAD	BRICK	NJ	08723	35,000
225	BBBY-US	FRESNO	7497 N. BLACKSTONE AVENUE	FRESNO	CA	93720	36,725
227	BBBY-US	JENKINTOWN	905 OLD YORK ROAD	JENKINTOWN	PA	19046	44,280
228	BBBY-US	LITTLE ROCK	12309 CHENAL PARKWAY SUITE A	LITTLE ROCK	AR	72211	37,813
233	BBBY-US	ARROWHEAD	7340 WEST BELL ROAD	GLENDALE	AZ	85308	38,000
235	BBBY-US	SARASOTA	6567 S. TAMiami TRAIL	SARASOTA	FL	34231	40,000
236	BBBY-US	DAYTONA BEACH	2500 W. INTERNTL SPEEDWAY BLVD	DAYTONA BEACH	FL	32114	34,945
237	BBBY-US	MT. PLEASANT	1744 TOWNE CENTRE WAY	MT. PLEASANT	SC	29464	34,560
245	BBBY-US	GAINESVILLE	6855 NEWBERRY ROAD	GAINESVILLE	FL	32605	30,500

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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
248	BBBY-US	BATON ROUGE	10505 South Mall Drive	Baton Rouge	LA	70809	35,017
250	BBBY-US	LYNNWOOD	3115 196th Street, SW	LYNNWOOD	WA	98036	30,000
251	BBBY-US	ALLENTOWN	1223 WHITEHALL MALL	WHITEHALL	PA	18052	43,971
254	BBBY-US	MODESTO	3900 SISK ROAD	MODESTO	CA	95356	29,926
255	BBBY-US	MILL CREEK	1705 Mall of Georgia Blvd, Suite 4	BUFORD	GA	30519	33,889
260	BBBY-US	WESTBURY	950 Merchants Concourse	WESTBURY	NY	11590	54,239
261	BBBY-US	PLEASANT HILL	15 CRESCENT DRIVE	PLEASANT HILL	CA	94523	35,877
266	BBBY-US	EATONTOWN	92 ROUTE 36	EATONTOWN	NJ	07724	35,750
268	BBBY-US	ASHEVILLE	83G South Tunnel Road	Asheville	NC	28805	38,772
271	BBBY-US	Harrisburg	5125 Jonestown Road Suite 425	Harrisburg	PA	17112	30,054
272	BBBY-US	KATY MILLS	24600 Katy Fwy Suite 100	KATY	TX	77494	38,000
273	BBBY-US	PALM BEACH GARDENS	2410 PGA BOULEVARD	PALM BEACH GARDENS	FL	33410	37,525
275	BBBY-US	MISSION VIEJO	25732 EL PASEO	MISSION VIEJO	CA	92691	35,000
278	BBBY-US	FAYETTEVILLE	3816 NORTH MALL AVENUE	FAYETTEVILLE	AR	72703	30,000
279	BBBY-US	SW DENVER 279	7421 WEST BOWLES AVENUE STE 1	LITTLETON	CO	80123-3096	35,000
285	BBBY-US	Fort Myers	13499 S Cleveland Ave Suite200	Fort Myers	FL	33907	30,587
289	BBBY-US	MIDDLETOWN	1115 Route 35	MIDDLETOWN	NJ	07748	35,843
292	BBBY-US	OREM	50 West 1300 South	Orem	UT	84058	37,102
293	BBBY-US	LOUISVILLE	996 BRECKINRIDGE LANE	LOUISVILLE	KY	40207	34,953
294	BBBY-US	SUGARHOUSE	1169 WILMINGTON AVENUE	SALT LAKE CITY	UT	84106	18,395
295	BBBY-US	BEVERLY HILLS	31535 Southfield Road	Beverly Hills	MI	48025	41,093
298	BBBY-US	HILTON HEAD	1460 FORDING ISLAND ROAD ST100	BLUFFTON	SC	29910	24,710
301	BBBY-US	Rookwood	2719 Edmondson Road	Cincinnati	OH	45209	33,375
305	BBBY-US	ROUND ROCK	2701-A Parker Road Suite 400	Round Rock	TX	78681	30,500
307	BBBY-US	Roseville 307	1120 Galleria Blvd Suite 140	Roseville	CA	95678	49,132
309	BBBY-US	CHARLOTTE	9559 South Boulevard	Charlotte	NC	28273	37,000
311	BBBY-US	SIMSBURY	532 Bushy Hill Road	Simsbury	CT	06070	30,321
313	BBBY-US	ATHENS	1791 Oconee Connector Suite350	ATHENS	GA	30606	24,000
315	BBBY-US	Daly City	303 Gellert Boulevard	Daly City	CA	94015	33,030
317	BBBY-US	WINSTON-SALEM	1020 Hanes Mall Blvd.	Winston Salem	NC	27103	37,153
318	BBBY-US	MIDLAND	3001-A101 West Loop 250 North	Midland	TX	79705	27,426
319	BBBY-US	EUGENE	95 Oakway Center	Eugene	OR	97401	30,013
321	BBBY-US	LAFAYETTE	3617 Ambassador Caffery	Lafayette	LA	70503	42,749

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326	BBBY-US	WICHITA	2750 N Greenwich Ct	Wichita	KS	67226	37,922
327	BBBY-US	JOHNSON CITY	3211 People Street Suite 25	Johnson City	TN	37604	24,925
328	BBBY-US	Fargo	4340 13th Avenue SW	Fargo	ND	58103	30,000
330	BBBY-US	Fort Worth	4931 Overton Ridge Boulevard	Ft. Worth	TX	76132	35,177
333	BBBY-US	Meridian	1350 North Eagle Road	Meridian	ID	83642	38,146
336	BBBY-US	Newtown	20 West Road	Newtown	PA	18940	30,000
337	BBBY-US	The Waterfront	490 Waterfront Drive East	Homestead	PA	15120	38,000
338	BBBY-US	Broadmoor	2180 Southgate Road	Colorado Springs	CO	80906	30,529
339	BBBY-US	Cool Springs	545 Cool Springs Boulevard	Franklin	TN	37067	40,000
341	BBBY-US	Southlake	2930 East Southlake Blvd.	Southlake	TX	76092	30,000
349	BBBY-US	Greenville	1117 Woodruff Road Suite D	Greenville	SC	29607	35,000
350	BBBY-US	Danvers	180 Endicott Street	Danvers	MA	01923	36,192
352	BBBY-US	Amarillo	3000 Soncy Road	Amarillo	TX	79124	30,000
358	BBBY-US	Youngstown	550 Boardman Poland Road	Youngstown	OH	44512	30,000
359	BBBY-US	Davie	1801 S University Drive	Davie	FL	33324	28,170
362	BBBY-US	Spokane	5628 N Division Street	Spokane	WA	99207	36,692
363	BBBY-US	Greenwood	723 US 31 North Suite A	Greenwood	IN	46142	33,208
364	BBBY-US	Taylor	23871 Eureka Road	Taylor	MI	48180	30,350
365	BBBY-US	Bangor	490 Stillwater Avenue	Bangor	ME	04401	27,905
368	BBBY-US	Novi	43610 West Oaks Drive	Novi	MI	48377	33,220
370	BBBY-US	Saw Mill	3708 W Dublin Grandville Road	Columbus	OH	43235	40,075
371	BBBY-US	Tukwila	400 Strander Blvd	Tukwila	WA	98188	45,633
372	BBBY-US	Warwick	1500 Bald Hill Road Suite B	Warwick	RI	02886	41,878
375	BBBY-US	Evansville	280 North Green River Road	Evansville	IN	47715	31,675
377	BBBY-US	Wilkes Barre	435 Arena Hub Plaza	Wilkes-Barre	PA	18702	30,057
378	BBBY-US	Rochester Hills	1242 South Rochester Road	Rochester Hills	MI	48307	38,243
380	BBBY-US	Salem	265 South Broadway, Suite 4	Salem	NH	03079	25,918
384	BBBY-US	Hollywood	1557 Vine Street	Hollywood	CA	90028	30,054
385	BBBY-US	East Boca	1400C Glades Road	Boca Raton	FL	33431	23,232
388	BBBY-US	Tallahassee	1574 Governors Square Blvd.	Tallahassee	FL	32301	35,000
393	BBBY-US	Dulles	45575 Dulles Eastern Plaza STE 154	Dulles	VA	20166	35,000
394	BBBY-US	Yonkers	2141 Central Park Avenue	Yonkers	NY	10710	40,000
400	BBBY-US	Destin	4441 Commons Drive East	Destin	FL	32541	34,273

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Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
402	BBBY-US	Greendale	5445 South 76th Street	Greendale	WI	53129	33,014
404	BBBY-US	Frisco	2930 Preston Road Suite 400	Frisco	TX	75034	35,000
405	BBBY-US	Huntsville	6888 Governors West	Huntsville	AL	35806	30,000
407	BBBY-US	Bakersfield	5000 Stockdale Highway	Bakersfield	CA	93309	30,500
412	BBBY-US	Seal Beach	12390 Seal Beach Blvd	Seal Beach	CA	90740	27,060
414	BBBY-US	Apple Valley	14910 Florence Trail	Apple Valley	MN	55124	30,339
417	BBBY-US	Puyallup	4102 D South Meridian Street	Puyallup	WA	98373	32,920
418	BBBY-US	Wilmington	352 South College Rd Unit 10B	Wilmington	NC	28403	30,405
422	BBBY-US	Henderson	621 Marks Street	Henderson	NV	89014	29,990
424	BBBY-US	Port Charlotte	18700 Veterans Blvd Unit 14	Port Charlotte	FL	33954	24,971
426	BBBY-US	Onslow	1305 Western Blvd	Jacksonville	NC	28546	23,000
428	BBBY-US	Clive	11101 University Ave Suite A	Clive	IA	50325	35,035
430	BBBY-US	Northwoods	1730 N Loop 1604 E Suite 107	San Antonio	TX	78232	30,256
431	BBBY-US	Tanasbourne	18043 NW Evergreen Parkway	Hillsboro	OR	97006	34,487
432	BBBY-US	Exton	108 Bartlett Avenue	Exton	PA	19341	34,571
433	BBBY-US	South Portland	200 Running Hill Road Suite 4	South Portland	ME	04106	30,448
435	BBBY-US	Matthews	10530 Northeast Parkway	Matthews	NC	28105	25,000
436	BBBY-US	Aurora	5560 South Parker Road	Aurora	CO	80015	34,980
437	BBBY-US	Anderson Station	146 Station Drive	Anderson	SC	29621	22,398
439	BBBY-US	Crofton	2382 Brandermill Blvd Suite102	Gambrills	MD	21054	28,000
442	BBBY-US	Kirby	3102 Kirby Drive	Houston	TX	77098	31,000
449	BBBY-US	Warrington	1015 Main Street	Warrington	PA	18976	33,808
450	BBBY-US	AUBURN	366 Southbridge Street	Auburn	MA	01501	22,325
454	BBBY-US	Fort Lauderdale	2701 N Federal Highway	Fort Lauderdale	FL	33306	34,500
456	BBBY-US	Maple Grove	7950 Wedgewood Lane N	Maple Grove	MN	55369	29,706
462	BBBY-US	Centerville	6142 Wilmington Pike	Dayton	OH	45459	28,105
470	BBBY-US	Columbus Park	5555 Whittlesey Blvd Ste 1400	Columbus	GA	31909	25,000
475	BBBY-US	Torrance	2595 Pacific Coast Highway	Torrance	CA	90505	39,061
476	BBBY-US	West Nashville	7657 Highway 70 South Suite112	Nashville	TN	37221	20,060
477	BBBY-US	Route 46	545 Route 46	Totowa	NJ	07512	59,847
482	BBBY-US	Woodbury	8250 Tamarack Village	Woodbury	MN	55125	29,530
485	BBBY-US	Best In The West	2100 N Rainbow Blvd Suite 110	Las Vegas	NV	89108	28,337
486	BBBY-US	Skokie	5545 W Touhy Avenue	Skokie	IL	60077	36,500

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487	BBBY-US	Hyannis	65 Independence Drive	Hyannis	MA	02601	36,570
490	BBBY-US	Primrose	3308 S Glenstone Avenue	Springfield	MO	65804	30,050
492	BBBY-US	Metairie	4410 Veterans Memorial Blvd	Metairie	LA	70006	52,053
497	BBBY-US	Mc Donough	1898 Jonesboro Road	McDonough	GA	30253	19,978
502	BBBY-US	Corpus Christi	4717 S Padre Island Dr Suite F	Corpus Christi	TX	78411	26,300
503	BBBY-US	Summerlin Center	2315 Summa Drive #180	Las Vegas	NV	89135	32,064
504	BBBY-US	Woodlands	1560 Lake Woodlands Drive	The Woodlands	TX	77380	34,929
507	BBBY-US	Sands	3640 Long Beach Road	Oceanside	NY	11572	37,236
514	BBBY-US	Mesquite	2705 N Mesquite Drive	Mesquite	TX	75150	25,378
518	BBBY-US	Vero Beach	6150 20th Street	Vero Beach	FL	32966	21,843
523	BBBY-US	Ocala	2701 SW College Road Suite 400	Ocala	FL	34474	20,000
524	BBBY-US	Santa Fe	4250 Cerrillos Road Suite 1214	Santa Fe	NM	87507	25,000
525	BBBY-US	Pensacola	5450 N 9th Avenue	Pensacola	FL	32504	28,585
529	BBBY-US	Savannah	7400 Abercorn Street Suite 201	Savannah	GA	31406	35,005
535	BBBY-US	Mc Allen	620 E Expressway 83	Mc Allen	TX	78503	31,647
538	BBBY-US	Riverside	3700 Tyler Street Suite 14	Riverside	CA	92503	30,248
539	BBBY-US	Redwood City	1950 El Camino Real	Redwood City	CA	94063	25,000
540	BBBY-US	Capitola	3555 Clares Street Suite J	Capitola	CA	95010	24,380
542	BBBY-US	Nashua	261 Daniel Webster HWY Unit 1	Nashua	NH	03060	37,857
544	BBBY-US	Edmond	412 S Bryant Avenue	Edmond	OK	73034	22,000
550	BBBY-US	Newport	288 East Main Road	Middletown	RI	02842	25,373
551	BBBY-US	Bradenton	825 Cortez Road West	Bradenton	FL	34207	25,395
556	BBBY-US	St. Augustine	320 CBL Drive	St Augustine	FL	32086	20,000
557	BBBY-US	Denton	2315 Colorado Blvd Suite 180	Denton	TX	76205	30,281
558	BBBY-US	Chattanooga	2040 Hamilton Place Blvd	Chattanooga	TN	37421	28,000
559	BBBY-US	Coeur d Alene	440 W Wilbur Avenue	Coeur d Alene	ID	83815	20,215
560	BBBY-US	Morganton Road	5075 Morganton Road Suite 9C	Fayetteville	NC	28314	29,427
562	BBBY-US	Eureka	3300 Broadway Space #340	Eureka	CA	95501	25,759
564	BBBY-US	Westfield	1950 6 Greyhound Pass	Carmel	IN	46033	24,350
569	BBBY-US	Country Club Plaza	2725 Marconi Ave	Sacramento	CA	95821	24,000
571	BBBY-US	Lakeline	11066 Pecan Park Blvd Bldg 1	Cedar Park	TX	78613	34,361
573	BBBY-US	Scottsdale	7000 E Mayo Blvd Building 12	Phoenix	AZ	85054	35,000
577	BBBY-US	San Patricio	100 Ave San Patricio	Guaynabo	PR	00966	40,500

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579	BBBY-US	Miami International	10640 NW 19th Street	Miami	FL	33172	28,053
585	BBBY-US	College Station	1430 Texas Avenue South	College Station	TX	77840	24,722
589	BBBY-US	Gulfport	3951 Promenade Parkway	Diberville	MS	39540	23,437
591	BBBY-US	Avondale	10060 W Mc Dowell Road	Avondale	AZ	85323	25,063
592	BBBY-US	West Ashley	946 Orleans Road Suite E1	Charleston	SC	29407	23,683
605	BBBY-US	Parker	11435 Twenty Mile Road	Parker	CO	80134	23,000
606	BBBY-US	Surprise	13723 W Bell Road	Surprise	AZ	85374	25,000
611	BBBY-US	Murfreesboro	2615 Medical Cntr Prkwy St1200	Murfreesboro	TN	37129	25,625
615	BBBY-US	Abilene	3417 Catclaw Drive	Abilene	TX	79606	18,043
623	BBBY-US	Frankfort	11165 W Lincoln Highway	Frankfort	IL	60423	25,000
626	BBBY-US	Idaho Falls	3011 S 25th East	Idaho Falls	ID	83406	20,062
632	BBBY-US	Lubbock	2624 W Loop 289	Lubbock	TX	79407	29,954
756	BBBY-US	Bedford	5 Colby Court Unit 3	Bedford	NH	03110	35,753
762	BBBY-US	Traverse City	3301 N US 31 South	Traverse City	MI	49684	25,000
765	BBBY-US	Fredericksburg	3700 Plank Road	Fredericksburg	VA	22407	28,977
766	BBBY-US	Oracle	6310 N Oracle Road	Tucson	AZ	85704	31,638
768	BBBY-US	North Cincinnati	5800 Deerfield Road	Mason	OH	45040	30,000
769	BBBY-US	Waco	4633 S Jack Kultgen Exwy ST102	Waco	TX	76706	25,187
771	BBBY-US	West Omaha	255 N 170th Street	Omaha	NE	68118	30,000
772	BBBY-US	Myrtle Beach	2400 Coastal Grand Circle	Myrtle Beach	SC	29577	25,121
774	BBBY-US	Patterson Place	3616 Witherspoon Blvd. Suite 103	Durham	NC	27707	33,839
775	BBBY-US	Bethlehem	4449 Southmont Way	Easton	PA	18045	28,159
776	BBBY-US	Redlands	27450 Lugonia Avenue	Redlands	CA	92374	28,445
777	BBBY-US	St. George	844 W Telegraph Street	Washington City	UT	84780	22,054
780	BBBY-US	Potomac Mills	14101 Crossing Place	Woodbridge	VA	22192	35,000
783	BBBY-US	Riverdale	4113 Riverdale Road	Ogden	UT	84405	23,046
800	BBBY-US	Sir Barton Way	2321 Sir Barton Way, Suite 120	Lexington	KY	40509	35,000
808	BBBY-US	Kissimmee	3212 North John Young Parkway	Kissimmee	FL	34741	24,897
810	BBBY-US	Somerville	119 Middlesex Avenue	Somerville	MA	02145	38,012
812	BBBY-US	Bend	63455 N. Highway 97, Suite 113	Bend	OR	97703	22,859
820	BBBY-US	Goleta	189 North Fairview Ave	Goleta	CA	93117	23,922
821	BBBY-US	Ventura	4040 East Main Street	Ventura	CA	93003	27,718
825	BBBY-US	Mc Kinney	2975 Craig Drive	McKinney	TX	75072	28,016

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832	BBBY-US	Raleigh Triangle	3604 Sumner Blvd, Suite 104	Raleigh	NC	27616	32,000
833	BBBY-US	Viera	2291 Town Center Ave, Suite 101	Melbourne	FL	32940	24,329
837	BBBY-US	Brookfield	14 Candlewood Lake Road	Brookfield	CT	06804	37,640
838	BBBY-US	Highlands Ranch	9315 Dorchester Street, Suite 100	Highlands Ranch	CO	80129	23,000
839	BBBY-US	Green Bay	825 Pilgrim Way Suite B	Green Bay	WI	54304	24,296
841	BBBY-US	Concord	10 Loudon Road	Concord	NH	03301	23,325
1002	BBBY-US	San Antonio	6001 NW Loop 410 Suite #120	San Antonio	TX	78238	28,000
1011	BBBY-US	Aberdeen	200 Aberdeen Commons, 11088 US 15-501 Highw	Aberdeen	NC	28315	22,975
1014	BBBY-US	Moreland Avenue	1235 Caroline Street NE	Atlanta	GA	30307	23,606
1021	BBBY-US	Omaha	1220 South 71st Street	Omaha	NE	68106	32,000
1024	BBBY-US	Rockwall	963 East Interstate Highway 30	Rockwall	TX	75087	23,000
1028	BBBY-US	Lakeland	1500 Town Center Drive	Lakeland	FL	33803	30,000
1030	BBBY-US	La Quinta	79-110 Hwy 111	La Quinta	CA	92253	30,000
1033	BBBY-US	Gilbert	2793 S Market St, Suite 101	Gilbert	AZ	85296	31,957
1035	BBBY-US	Turkey Creek	11263 Parkside Drive, Suite 612	Knoxville	TN	37934	25,000
1044	BBBY-US	Plymouth	200 Colony Place	Plymouth	MA	02360	25,072
1053	BBBY-US	Crestview Hills	2757 Town Center Blvd	Crestview Hills	KY	41017	26,989
1056	BBBY-US	Hamburg	3701 McKinley Parkway	Blasdell	NY	14219	25,000
1059	BBBY-US	Clarence	4401 Transit Road	Williamsville	NY	14221	30,000
1069	BBBY-US	Cypress	25839 US Highway 290	Cypress	TX	77429	30,000
1073	BBBY-US	Kalispell	2411 Highway 93 North	Kalispell	MT	59901	23,000
1077	BBBY-US	Camelback	1919 East Camelback Road, Suite #128	Phoenix	AZ	85016	22,660
1082	BBBY-US	Franklin Park	5135 Monroe Street	Toldeo	OH	43623	32,154
1091	BBBY-US	Rio Grande	3201 Rt 9 South, Unit B	Rio Grande	NJ	08242	22,600
1094	BBBY-US	Akers Mills	2955 Cobb Parkway, Suite 110	Atlanta	GA	30339	29,000
1096	BBBY-US	Clifton	404 State Route 3	Clifton	NJ	07014	24,080
1097	BBBY-US	Murrieta	24450 Village Walk Place	Murrieta	CA	92562	33,000
1107	BBBY-US	San Marcos	1050 McKinley Place Dr, Bldg 2, Suite 220	San Marcos	TX	78666	23,000
1108	BBBY-US	Longmont	205 Ken Pratt Blvd., Suite 240	Longmont	CO	80501	28,028
1110	BBBY-US	Miracle Market Place	3301 Coral Way	Miami	FL	33145	30,250
1112	BBBY-US	Rutland	322 Route 7 South	Rutland	VT	05701	24,000
1115	BBBY-US	Bozeman	2155 West Cattail St	Bozeman	MT	59718	19,711
1117	BBBY-US	Conroe	2920 Interstate 45 N.	Conroe	TX	77303	24,686

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1119	BBBY-US	Peachtree City	1245 North Peachtree Parkway	Peachtree City	GA	30269	23,401
1125	BBBY-US	North Naples	13585 Tamiami Trail N. Unit #6	Naples	FL	34110	25,002
1126	BBBY-US	North Greensboro	1618 Highwoods Blvd	Greensboro	NC	27410	30,000
1127	BBBY-US	Keizer	6180 Ulali Drive	Keizer	OR	97303	28,048
1129	BBBY-US	Olympia	2405 4th Avenue West	Olympia	WA	98502	28,000
1130	BBBY-US	East Vancouver	16701 South East Mill Plain Blvd	Vancouver	WA	98684	28,000
1133	BBBY-US	Cottonwood Commons	3601 Old Airport Road, Suite A	Albuquerque	NM	87114	28,000
1138	BBBY-US	Jacksonville Beach	4054 South 3rd Street	Jacksonville Beach	FL	32250	29,000
1142	BBBY-US	Rogers	2203 Promenade Boulevard, Suite 20210	Rogers	AR	72758	30,000
1143	BBBY-US	East Colonial	3228 East Colonial Drive	Orlando	FL	32803	27,761
1149	BBBY-US	Sioux Falls	3800 South Louise Ave, Suite 2	Sioux Falls	SD	57106	40,843
1150	BBBY-US	AUGUSTA	42 Whitten Road, Suite 1	Augusta	ME	04330	25,846
1154	BBBY-US	Petoskey	910 Spring Street	Petoskey	MI	49770	21,000
1157	BBBY-US	Missoula	3017 Paxson Street	Missoula	MT	59801	21,641
1161	BBBY-US	Mueller	1201 Barbara Jordan Blvd, Suite 200	Austin	TX	78723	25,000
1162	BBBY-US	202 & Dobson	837 North Dobson Road	Mesa	AZ	85201	30,000
1175	BBBY-US	Anchorage	601 E Dimond Blvd	Anchorage	AK	99518	29,486
1177	BBBY-US	DC USA	3100 14th Street NW	Washington	DC	20010	33,940
1179	BBBY-US	Mooreville	627 River Highway	Mooreville	NC	28117	28,000
1190	BBBY-US	Gulf Shores	3800 Gulf Shores Parkway, Suite 300	Gulf Shores	AL	36542	25,000
1203	BBBY-US	Willowbrook	7175 Kingery Highway	Willowbrook	IL	60527	28,000
1207	BBBY-US	Northgate Mall	401 NE Northgate Way Suite 2100	Seattle	WA	98125	28,176
1209	BBBY-US	Wesley Chapel	5845 Wesley Grove Boulevard	Wesley Chapel	FL	33544	30,000
1212	BBBY-US	Euless	2800 Highway 121 Suite 600	Euless	TX	76039	28,000
1227	BBBY-US	Foxboro	330 Patriot Place	Foxborough	MA	02035	30,000
1234	BBBY-US	Lady Lake	546 N. Highway 441	Lady Lake	FL	32159	28,000
1237	BBBY-US	Morehead City	5160 Highway 70 Suite 600	Morehead City	NC	28557	20,400
1244	BBBY-US	Portsmouth	100 Durgin Lane	Portsmouth	NH	03801	37,843
1258	BBBY-US	Hingham	9 Shipyard Drive	Hingham	MA	02043	28,102
1259	BBBY-US	Flowood	760 Mackenzie Lane	Flowood	MS	39232	25,000
1260	BBBY-US	Sandy	10433 South State Street	Sandy	UT	84070	28,000
1265	BBBY-US	Warner Robins	3060 Watson Boulevard	Warner Robins	GA	31093	20,000
1266	BBBY-US	Bear Valley Road	18815 Bear Valley Road	Apple Valley	CA	92308	25,000

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Exhibit A-3

Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
1268	BBBY-US	University Town Center	111 N Cattlemen Rd	Sarasota	FL	34243	35,029
1291	BBBY-US	West El Paso	655 Sunland Park Drive, Suite I	El Paso	TX	79912	25,002
1304	BBBY-US	Cape Coral	1827 NE Pine Island Road	Cape Coral	FL	33909	27,978
1305	BBBY-US	Palm Springs	5200 E. Ramon Road Building B	Palm Springs	CA	92264	28,245
1307	BBBY-US	Prescott	3250 Gateway Blvd Ste. 508	Prescott	AZ	86303	30,078
1308	BBBY-US	Schererville	124 US Highway 41	Schereville	IN	46375	34,163
1309	BBBY-US	Hamilton	160 Marketplace Boulevard	Hamilton	NJ	08691	30,704
1310	BBBY-US	Billings	2821 King Ave West	Billings	MT	59102	35,115
1312	BBBY-US	Collierville	4610 Merchants Park Circle Suite 501	Collierville	TN	38017	28,307
1313	BBBY-US	Southaven	6400 Towne Center Loop	Southaven	MS	38671	25,080
1314	BBBY-US	Riverhead	1440 Old Country Road Suite 300	Riverhead	NY	11901	30,031
1317	BBBY-US	The Forum	8262 Agora Parkway	Selma	TX	78154	34,000
1321	BBBY-US	Durango	800 South Camino Del Rio	Durango	CO	81301	25,492
1326	BBBY-US	Pearlridge	145 Kaonohi St	Aiea	HI	96701	45,901
1327	BBBY-US	Stroudsburg	143 Radio Drive	Stroudsburg	PA	18360	25,192
1331	BBBY-US	LANCASTER	2350 Lincoln Highway East Suite 100	Lancaster	PA	17602	42,923
1333	BBBY-US	Rapid City	1365 Eglin Street	Rapid City	SD	57701	23,400
1336	BBBY-US	BURLINGTON	1915 Marketplace Drive	Burlington	WA	98233	27,203
1338	BBBY-US	Winter Garden	3215 Daniels Road	Winter Garden	FL	34787	28,633
1341	BBBY-US	Christiana	331 West Main Street	Newark	DE	19702	37,500
1365	BBBY-US	Longview	422 W Loop 281 Suite 200	Longview	TX	75605	24,960
1367	BBBY-US	Panama City Beach, FL	15600 Panama City Beach Pkwy	Panama City Beach	FL	32413	23,774
1372	BBBY-US	Silverdale	9991 Mickelberry Road NW	Silverdale	WA	98383	28,900
1392	BBBY-US	Denham Springs	10129 Crossing Way Suite 420	Denham Springs	LA	70726	23,400
1403	BBBY-US	Flower Mound	6101 Long Prairie RD Suite 200	Flower Mound	TX	75028	29,967
1405	BBBY-US	Holly Springs	208 Grand Hill Place	Holly Springs	NC	27540	23,400
1409	BBBY-US	Tuscaloosa	1320 McFarland Blvd E BLDG 300	Tuscaloosa	AL	35404	23,000
1422	BBBY-US	Rehoboth Beach	30134 Veterans Way	Rehoboth Beach	DE	19971	23,550
3001	BABY-US	ROCKVILLE	1683 Rockville Pike	Rockville	MD	20852-1619	42,296
3002	BABY-US	Scarsdale	1019 Central Park Ave	Scarsdale	NY	10583	32,200
3003	BABY-US	PARAMUS	34 East Ridgewood Ave	Paramus	NJ	07652-3613	63,479
3005	BABY-US	WESTBURY	895 East Gate Blvd	Garden City	NY	11530-2104	50,000
3006	BABY-US	Totowa	545 Route 46 West	Totowa	NJ	07512-1735	33,766

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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
3007	BABY-US	MANHATTAN	3 Enterprise Ave N. Suite 3	Secaucus	NY	07094	34,532
3008	BABY-US	SPRINGFIELD	6398 Springfield Plaza	Springfield	VA	22150-3431	28,000
3009	BABY-US	DOWNERS GROVE	1556 Butterfield Road	Downers Grove	IL	60515-1003	35,445
3010	BABY-US	CHERRY HILL	1590 Kings Highway North	Cherry Hill	NJ	08034	30,226
3011	BABY-US	Utica	13361 Hall Road, Suite 102	Utica	MI	48315-5884	32,180
3012	BABY-US	Canton	42595 Ford Road	Canton	MI	48187-3381	32,000
3013	BABY-US	Columbus (Easton)	3749 Easton Market	Columbus	OH	43219-6023	27,430
3015	BABY-US	CORAL SPRINGS	2035 N. University Drive	Coral Springs	FL	33071-6132	22,865
3016	BABY-US	Greenwood	1230 N. US 31, Suite A	Greenwood	IN	46142-4501	31,168
3017	BABY-US	Schaumburg, IL	580 E. Golf Road	Schaumburg	IL	60173-4442	32,800
3018	BABY-US	Austin	5400 Brodie Lane, Suite 400	Austin	TX	78745-2526	28,730
3019	BABY-US	Augusta, GA	242 Robert C. Daniels Jr. Parkway	Augusta	GA	30909-0803	26,735
3021	BABY-US	Plano, TX	2712 N. Central Expressway	Plano	TX	75074	28,008
3022	BABY-US	Chandler, AZ	2640 W. Chandler Blvd.	Chandler	AZ	85224	35,606
3023	BABY-US	Scottsdale, AZ	10080 N. 90th Street	Scottsdale	AZ	85258	34,920
3024	BABY-US	Carolina Pavillion, NC	9555 South Blvd	Charlotte	NC	28273-6901	31,278
3025	BABY-US	Flagler	8241 West Flagler Street, Suite 100	Miami	FL	33144	29,953
3026	BABY-US	Whitehall (Allentown), PA	1915 Whitehall Mall	Whitehall	PA	18052-5119	30,322
3027	BABY-US	Addison	13900 Dallas Parkway	Dallas	TX	75240-4323	33,586
3028	BABY-US	Nashua	213 Daniel Webster Highway	Nashua	NH	03060-6600	30,491
3029	BABY-US	BRANDON	11345 Causeway Blvd	Brandon	FL	33511-2904	35,150
3031	BABY-US	Hoover	4351 Creekside Ave.	Hoover	AL	35244-5019	33,843
3033	BABY-US	ALPHARETTA	7121 North Point Parkway	Alpharetta	GA	30022-8255	40,787
3034	BABY-US	San Jose	5353 Almaden Expressway Suite A 100	San Jose	CA	95118-3637	37,849
3036	BABY-US	Colonie	1440 Central Avenue	Colonie	NY	12205-5118	37,210
3037	BABY-US	BRIDGEWATER	711 Route 28	Bridgewater	NJ	08807-2401	32,206
3038	BABY-US	Brookfield	665 Main Street	Brookfield	WI	53005	32,888
3039	BABY-US	Frisco	2930 Preston Rd Suite 600	Frisco	TX	75034-9055	32,746
3040	BABY-US	CRYSTAL LAKE	5540 Northwest Hwy	Crystal Lake	IL	60014-8016	27,000
3042	BABY-US	Lexington	2321 Sir Barton Way Suite 110	Lexington	KY	40509-2434	32,498
3043	BABY-US	Temecula	40438 Winchester Road	Temecula	CA	92591	28,897
3044	BABY-US	North Cincinnati (Deerfield)	5255 Deerfield Blvd.	Mason	OH	45040-2509	27,400
3046	BABY-US	Christiana	501 West Main St.	Newark	DE	19702-1534	30,057

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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
3047	BABY-US	Grand Rapids (Kentwood)	4100 28th Street SE	Kentwood	MI	49512-1904	34,500
3048	BABY-US	FRESNO	7458 N Blackstone Ave	Fresno	CA	93720-4301	28,037
3049	BABY-US	Pembroke Pines	11360 Pines Blvd	Pembroke Pines	FL	33026-4102	31,000
3050	BABY-US	Morrisville	3121 Market Center Drive	Morrisville	NC	27560	25,000
3051	BABY-US	Rivers Edge	4030 East 82nd Street	Indianapolis	IN	46250	26,148
3052	BABY-US	Hurst	1451 West Pipeline Road	Hurst	TX	76053-4628	33,862
3053	BABY-US	TULSA	10017 East 71st Street	Tulsa	OK	74133-3210	28,000
3054	BABY-US	Fort Worth	4648 SW Loop 820	Fort Worth	TX	76109	29,549
3055	BABY-US	PLEASANT HILL	3250 Buskirk Ave Suite 300A	Pleasant Hill	CA	94523-7309	30,163
3056	BABY-US	SNELLVILLE	1670 Scenic Hwy N Suite 124	Snellville	GA	30078-2132	28,790
3057	BABY-US	OVERLAND PARK	12055 Metcalf Avenue	Overland Park	KS	66213-1121	30,000
3058	BABY-US	Elk Grove	7621 Laguna Blvd	Elk Grove	CA	95758-5061	31,079
3060	BABY-US	BRAINTREE	160 Granite St.	Braintree	MA	02184-1747	33,508
3062	BABY-US	INDEPENDENCE	20000 East Jackson Drive	Independence	MO	64057-1568	28,245
3063	BABY-US	Encinitas	1014 N El Camino Real	Encinitas	CA	92024	27,260
3064	BABY-US	NAPERVILLE	324 S Route 59	Naperville	IL	60540-3924	22,903
3065	BABY-US	Woodbury	9160 Hudson Road	Woodbury	MN	55125-7001	28,487
3066	BABY-US	Sandy	10230 South State Street	Sandy	UT	84070-4115	32,928
3067	BABY-US	WEBSTER	19801 Gulf Freeway Suite 800	Webster	TX	77598-3802	30,000
3070	BABY-US	BALLWIN	15355A Manchester Road	Ballwin	MO	63011-3026	28,150
3071	BABY-US	Jacksonville	8801 Southside Blvd Unit 10	Jacksonville	FL	32256-0796	25,000
3072	BABY-US	Altamonte Springs	130 E Altamonte Dr Suite 1000	Altamonte Springs	FL	32701-4324	27,013
3073	BABY-US	W Des Moines	4100 University Ave Ste 115	West Des Moines	IA	50266-5958	25,938
3074	BABY-US	E. Colonial (Orlando)	3206 East Colonial Drive	Orlando	FL	32803-5121	25,205
3076	BABY-US	Torrance	3700 Torrance Blvd.	Torrance	CA	90503-4808	36,566
3080	BABY-US	Potomac Mills	2700 Potomac Mills Circle, Suite 100	Woodbridge	VA	22192-4651	38,243
3081	BABY-US	West Long Branch	310 Route 36	West Long Branch	NJ	07764-1026	22,223
3083	BABY-US	Amherst	1261 Niagara Falls Blvd Ste 1	Amherst	NY	14226-1160	29,484
3084	BABY-US	MISSION VIEJO	25322 El Paseo	Mission Viejo	CA	92691-6906	36,033
3086	BABY-US	KNOXVILLE	202 Morrell Road	Knoxville	TN	37919-5876	25,000
3087	BABY-US	ALBUQUERQUE	2451 San Mateo Blvd NE Suite C	Albuquerque	NM	87110-4417	27,839
3088	BABY-US	Roseville	1120 Galleria Blvd Suite 160	Roseville	CA	95678-1992	29,436
3090	BABY-US	Maplewood	3200 Laclede Station Suite D	St Louis	MO	63143-3709	24,638

Bed Bath & Beyond.2023.Wave 5
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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
3091	BABY-US	Willowbrook	17355 Tomball Parkway Suite 1K	Houston	TX	77064-1180	29,250
3092	BABY-US	DEPTFORD	1745 Deptford Center Road	Deptford	NJ	08096-5662	24,963
3093	BABY-US	Beachwood (Harvard Park)	4045 Richmond Road	Warrensville Heights	OH	44122-6048	25,446
3094	BABY-US	Livingston	530 W Mount Pleasant Avenue	Livingston	NJ	07039-1740	25,356
3095	BABY-US	YORBA LINDA	22999 Savi Ranch Parkway	Yorba Linda	CA	92887-3095	25,418
3096	BABY-US	RANCHO CUCAMONGA	11530 4th Street Suite 125	Rancho Cucamonga	CA	91730-3096	24,000
3097	BABY-US	Redlands	27651 San Bernardino Ave Ste 110	Redlands	CA	923745030	22,047
3098	BABY-US	Tukwila	17686 Southcenter Parkway	Tukwila	WA	98188-3705	25,165
3099	BABY-US	West Hills	6621 Fallbrook Avenue, Unit B	West Hills	CA	91307-3520	20,500
3100	BABY-US	KENNESAW	2555 Cobb Place Lane NW Ste 50	Kennesaw	GA	30144-6871	25,526
3101	BABY-US	Omaha	12204 K Plaza	Omaha	NE	68137	25,032
3103	BABY-US	MONTGOMERYVILLE	751 Horsham Rd Unit B1	Landsdale	PA	19446-6489	23,084
3104	BABY-US	WICHITA	2756 N Greenwich Ct	Wichita	KS	67226-3104	14,931
3105	BABY-US	Aurora	6492 South Parker Road	Aurora	CO	80016-1080	23,505
3106	BABY-US	Southlake	2901 East State Hwy 114	Southlake	TX	76092-6694	23,428
3108	BABY-US	Daly City	149 Serramonte Center	Daly City	CA	94015-3108	22,006
3109	BABY-US	Katy	24600 Katy Fwy Suite 200	Katy	TX	77494-3109	23,000
3110	BABY-US	Franklin	2000 Mallory Lane, Suite 400	Franklin	TN	37067-8208	23,947
3111	BABY-US	Pharr (McAllen)	500 N Jackson Road #A2	Pharr	TX	78577	25,056
3112	BABY-US	Summerlin	2315 Summa Drive Suite 120	Las Vegas	NV	89135-1460	26,315
3113	BABY-US	Dulles Landing (Chantilly)	24670 Dulles Landing Dr., Unit 130	Dulles	VA	20166-2628	23,205
3115	BABY-US	FAYETTEVILLE	2716 Freedom Parkway Drive	Fayetteville	NC	28314-3115	18,294
3116	BABY-US	Dayton	6146 Wilmington Pike	Dayton	OH	45459-7007	20,082
3117	BABY-US	Cedar Park	5001 183A Toll Road Suite I100	Cedar Park	TX	78613-7937	26,036
3118	BABY-US	CHULA VISTA	1660 Millenia Ave	Chula Vista	CA	91915	15,000
3119	BABY-US	ARROWHEAD	7375 W Bell Rd	Peoria	AZ	85382	21,315
3120	BABY-US	BATON ROUGE	5919 Bluebonnet Blvd	Baton Rouge	LA	70836	18,300
3121	BABY-US	West Hartford	1433 New Britain Avenue	West Hartford	CT	06110	24,910
3122	BABY-US	HUMBLE	20416 Highway 59N	Humble	TX	77338-3122	34,875
3124	BABY-US	Beaverton	3485 SW Cedar Hills Blvd S170	Beaverton	OR	97005-1309	17,595
3125	BABY-US	San Antonio	522 Northwest Loop 410, Suite 108	San Antonio	TX	78216-5551	20,086
3126	BABY-US	STAFFORD	12710 Fountain Lake Circle	Stafford	TX	77477-3705	18,283
3128	BABY-US	Clackamas	12535 SE 82nd Ave., Suite B	Clackamas	OR	97015-9734	16,968

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Store List

Store #	Concept/Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
3129	BABY-US	Westlake (Crocker Park)	292 Main Street	Westlake	OH	44145-3129	14,400
3130	BABY-US	WOODBIDGE	675 US Highway 1S, Suite 1	Iselin	NJ	08830-3152	21,794
3131	BABY-US	Concord	8062 Concord Mills Blvd., Suite 20	Concord	NC	28027-4417	17,920
3132	BABY-US	Littleton	5134 South Wadsworth Blvd.	Lakewood	CO	80123	23,024
3134	BABY-US	Tyler	8934 S. Broadway Ave., Ste 448	Tyler	TX	75703-5420	23,595
3136	BABY-US	Henderson	535 N. Stephanie Street	Henderson	NV	89014-6613	20,008
3137	BABY-US	Southfield	28512 Telegraph Road	Southfield	MI	48034	25,000
3138	BABY-US	Westminster	9350 North Sheridan Blvd.	Westminster	CO	80031-6304	25,343
3139	BABY-US	MADISON	201 Junction Rd	Madison	WI	53717	22,192
3140	BABY-US	Granger	435 E. University Drive	Granger	IN	46530	24,779
472							31,704

EXHIBIT B

[To be inserted]

Bed Bath & Beyond.2023.Wave 3
Exhibit B-1

Expense Budget (1)

Advertising

Media	348,651
Signs (2)	1,243,315
Sign Walkers	743,246
Subtotal Advertising	<u>2,335,212</u>

Supervision

Fees / Wages / Expenses (3)	2,990,272
Subtotal Supervision	<u>2,990,272</u>

Miscellaneous /Legal (4)	30,000
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Total Expenses	<u><u>5,355,483</u></u>
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Notes:

1. This Expense Budget contemplates a sale term starting January, 26, 2023 (in 3 locations, 59,106 & 505) and starting January 28,2023 in the remaining locations and running through March 26, 2023. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.
2. Includes Sales Tax.
3. Includes Deferred Compensation and Insurance.
4. Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.

Bed Bath & Beyond.2023.Wave 4
Exhibit B-2

Expense Budget (1)

Advertising

Media	597,232
Signs (2)	1,313,857
Sign Walkers	994,016
Subtotal Advertising	<u>2,905,106</u>

Supervision

Fees / Wages / Expenses (3)	2,336,759
Subtotal Supervision	<u>2,336,759</u>

Miscellaneous /Legal (4)	30,000
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Total Expenses	<u><u>5,271,864</u></u>
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Notes:

1. This Expense Budget contemplates a sale term of February, 4, 2023 through April 9, 2023. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.
2. Includes Sales Tax.
3. Includes Deferred Compensation and Insurance.
4. Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.

Bed Bath & Beyond.2023.Wave 5
Exhibit B-3

Expense Budget (1)

Advertising

Media	3,533,514
Signs (2)	4,162,018
Sign Walkers	4,452,930
Subtotal Advertising	<u>12,148,462</u>

Supervision

Fees / Wages / Expenses (3)	10,967,225
Subtotal Supervision	<u>10,967,225</u>

Miscellaneous /Legal (4)	240,000
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Total Expenses	<u><u>23,355,687</u></u>
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Notes:

1. This Expense Budget contemplates a sale term of February, 4, 2023 through April 26, 2023. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.
2. Includes Sales Tax.
3. Includes Deferred Compensation and Insurance.
4. Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.

EXHIBIT C

For purposes of calculating “Net Recovery”, (1) “Expenses” of the Sale shall mean those Store-level operating expenses directly attributable to and which arise during the Sale Term, limited to the following: (a) actual Occupancy Expenses for the Stores on a per location and per diem basis, plus the portion of any percentage rent obligations allocable to the sale of Merchandise and Additional Consultant Goods during the Sale; (b) actual wages and commissions for all Store-level employees used in conducting the Sale for actual days/hours worked during the Sale Term; (c) amounts payable by Merchant for benefits for Store-level employees used in conducting the Sale (including payroll taxes, FICA, unemployment taxes, workers’ compensation and health care insurance benefits); (d) all costs and expenses associated with Agent’s on-site supervisors; (e) all costs and expenses associated with advertising of the Sale, including banners, sign-walkers, and interior and exterior signs that are produced for the Sale, other promotional costs including, without limitation, email blasts, digital advertising, television, ROP, other advertising and direct mail attributable to the Sale and ordered or requested by Agent; (f) postage/overnight delivery/courier charges to and from or among the Stores to the extent relating to the Sale; (g) credit card and bank card fees, chargebacks, and discounts relating to the Sale; (h) any and all costs of moving, transferring, or consolidating Merchandise between the Stores; (i) a pro rata portion for the Sale Term of Merchant’s premiums in respect of general liability, casualty, property, inventory, and other insurance policies attributable to the Merchandise, the Stores and the Distribution Centers; (j) third-party payroll processing fees associated with the Sale; (k) armored car service and security personnel; (l) Agent’s (i) actual cost of capital, (ii) reasonable legal fees and expenses attributable to the Sale Term, and (iii) bank fees and wire charges; and (m) [Reserved]; and (2) “Expenses” of the Sale shall exclude “Central Service Expenses” and “Distribution Center Expenses”.

As used herein, the following terms have the following meanings:

“Central Service Expenses” means costs and expenses for Merchant’s Central Services.

“Central Services” means those Merchant central administrative services necessary for the conduct and support of the Sale, including, but not limited to, use or and access to Merchant’s: (i) inventory control system, (ii) payroll system, (iii) accounting system, (iv) office facilities, (v) MIS and POS services, (vi) cash and inventory reconciliation, (vii) central administrative services and personnel to process and perform sales audit, banking, and other normal course administrative services customarily provided to or for the benefit of operating the Stores and Distribution Centers and including data processing and reporting, email preparation and distribution, information technology and e-commerce platform updates, functionality, and maintenance, (viii) such other central office services reasonably necessary (in the reasonable judgment of the Agent) for the Sale, and (vii) to use reasonably sized offices located at Merchant’s central office facility to effect the Sale.

“Distribution Center Expenses” means the actual costs and expenses, including use and Occupancy Expenses and Distribution Center employee payroll and other obligations, of the operations of the Distribution Centers, and the actual costs and expenses (including outbound freight) related to the processing, transfer, and consolidation of Merchandise and supplies in the Distribution Centers and from the Distribution Centers to the Stores.

“Occupancy Expenses” means rent, percentage rent, common-area maintenance, landlord promotional fees, real estate and use taxes, merchant association dues and charges, HVAC, utilities, telecom/telephone charges, point-of-sale systems maintenance, store security systems, routine repairs and maintenance, taxes and licenses, costs of all local, long-distance, and international telephone, satellite broadband connections, T-1 lines, broadband internet, and other telecommunications services, trash removal (to the extent excluded as a fixed charge component of lease obligation), snow removal, and ordinary course third-party cleanings, and pest control services.



Merchant Resources

April 22, 2023

VIA EMAIL

Derek Dervish
Vice President – Asset Management
Buy Buy Baby, Inc.
650 Liberty Ave.
Union, NJ 07083
Email: derek.dervish@bedbath.com

Re: **Third Amendment to Letter Agreements**

Derek:

Reference is made to (i) that certain letter agreement dated September 11, 2020 by and between Hilco Merchant Resources, LLC (“Agent” or a “Party”) and Bed Bath & Beyond Inc. (“BB&B” or a “Party”) (as amended, modified, supplemented or restated and in effect from time to time, the “BB&B Agreement”) and (ii) by that certain letter agreement dated March 2, 2021 by and between Agent and Buy Buy Baby, Inc. (“BBB” or a “Party”; together with BB&B, the “Merchant”; collectively with BB&B and Agent, the “Parties”) (as amended, modified, supplemented or restated and in effect from time to time, the “BBB Agreement”; the BB&B Agreement and BBB Agreement are collectively referred to herein as the “Agreements”). Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the respective BB&B Agreement or the BBB Agreement, as the context makes applicable.

The Agreements provide for, among other things, the procedures in which the Sales will be executed, and details related thereto. Accordingly, Merchant and Agent mutually desire to amend the Agreements to, inter alia, (i) provide that this letter amendment (the “Third Amendment”) shall constitute a “Work Order” under the Agreements, (ii) expand the scope of Stores covered by the Agreements by adding additional Stores thereunder as set forth herein and in the Exhibits annexed hereto and incorporated herein, and (iii) modify certain other terms and provisions of the Agreements, in each case on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Second Amendment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree that the Agreements shall be amended as set forth herein.

1. Effect of Prior Amendments. For the avoidance of doubt, the Agreements, as amended by the (i) Amendment to Letter Agreement dated August 26, 2022 (the “First Amendment”), (ii) Amendment to Letter Agreement dated February 12, 2023 (the “Second Amendment”), and (iii) all prior Work Orders shall continue to govern the Sale at any Stores where such Sale commenced prior to the date of this Third Amendment. With respect to this Third Amendment, (i) Merchant hereby reaffirms the representations, warranties, and agreements set forth in Section H of the Agreements, and (ii) Agent hereby reaffirms the representations, warranties, and agreements set forth in Section H of the Agreements.

2. Additional Closing Store Designations. Merchant hereby designates those Store locations identified in Exhibit A hereto and incorporated herein (hereinafter, collectively the “Amendment 3 Stores”) as “Additional Stores” for closure through the conduct of the Sale in accordance with the terms of the Agreements, as amended hereby. For the avoidance of doubt, the Amendment 3 Stores shall be treated as “Stores” for all purposes under the Agreements. The “Sale Commencement Date” applicable to the

Amendment 3 Stores shall be April 26, 2023, and the “Sale Termination Date” shall be on or prior to July 31, 2023; provided, that the Parties may mutually agree in writing to extend or terminate the Sale at any Amendment 3 Store prior to the Sale Termination Date stated above.

3. Amendment 3 Stores Expense Budget. The Expense Budget applicable to the conduct of the Sale at the Amendment 3 Stores is annexed hereto as Exhibit B and is incorporated herein by reference. Merchant and Agent mutually agree that, no later than seven (7) days after the Sale Commencement Date applicable to the Amendment 3 Stores, Merchant shall fund an advance to the Agent in an amount equal to the sum of \$4,000,000 in respect of the Sale Expenses identified in Expense Budget annexed hereto as Exhibit B (“Sale Deposit”). All other accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Agent) shall be reconciled in accordance with Section E of the Agreements. Any portion of the Sale Deposit not used to pay amounts contemplated by the Agreements shall be returned to Merchant (or its designee) within seven (7) business days following the final reconciliation.

4. Permitted Sale Themes. Anything in the Agreements to the contrary notwithstanding, but subject to entry of the Approval Order (defined below), Merchant hereby consents to Agent’s marketing and advertising of the Sale in the Stores utilizing a “going-out-of-business” sale theme, which theme shall be in addition to such other sale themes set forth in the Agreements.

5. Agent Fee. Section E of each Agreement is hereby amended by deleting the table outlining the “Net Recovery Threshold” and “Agent Incentive Fee” with respect to Amendment 3 Stores and substituting the following in its place:

Net Recovery Threshold	Agent Incentive Fee
43.5%-43.99%	An additional 0.875% of Net Proceeds
44.0%-44.49%	An additional 1.125% of Net Proceeds
44.5%-44.99%	An additional 1.375% of Net Proceeds
45.0%-45.49%	An additional 1.625% of Net Proceeds
45.5% and above	An additional 1.875% of Net Proceeds

The Agent Incentive Fee referenced above as earned in each case shall be in addition to the Base Fee and shall be calculated back to the first dollar received. For purposes of the Agreements, as amended hereby, “Net Recovery” shall be determined based on the Expenses of the Sale identified in Exhibit C hereto and incorporated herein by reference.

5. Bankruptcy Matters. Section T of the Agreements is hereby amended by deleting the entirety thereof and substituting the following in its place:

“If Merchant commences one or more cases under Chapter 11 of title 11, United States Code (the “Bankruptcy Code”), with a bankruptcy court (the “Bankruptcy Court”), not later than two (2) business days after such commencement Merchant shall file an expedited motion as part of its “first day” motions, and utilize its reasonable best efforts to ensure that such motion is approved by one or more interim and/or final order(s) (collectively, “Approval Order”) that provides, among other things, as follows: (i) approval of the transaction contemplated hereby, (ii) authorizing Merchant’s conduct of the Sale at the Stores, including, without limitation, the Amendment 3 Stores, pursuant to Section 363 of the Bankruptcy Code, (iii) determining that the Sale may be conducted in the Stores without the necessity of complying with (x) state and local rules, laws, ordinances and regulations, including, without limitation, permitting and licensing requirements, that could otherwise govern the Sale, and (y) notwithstanding restrictions in leases, reciprocal easement

agreements or other contracts that purport to restrict the Sale or the necessity of obtaining any third party consent, (iv) approving (x) Merchant's assumption of the Agreements under Sections 363 and 365 of the Bankruptcy Code, and (y) Agent's engagement as Merchant's consultant to provide the Services set forth in the Agreements in furtherance of Merchant's conduct of the Sale at the Stores, (v) authorizing and approving Merchant's payment of all fees and reimbursement of expenses to Agent in accordance with the terms of the Agreements, with any such payments being (x) free and clear of all liens, claims and encumbrances, and (y) without the necessity of any further court approval or compliance with any fee application or similar requirements under any applicable U.S. Trustee or similar guidelines, (vi) authorizing the sale of Additional Agent Goods in accordance with the terms and conditions of the Agreements, and (vii) authorizing the Merchant and Agent to take all further actions as are necessary or appropriate to carry out the terms and conditions of the Agreements. In such event, any legal action, suit or proceeding arising in connection with the Agreements shall be submitted to the exclusive jurisdiction of the Bankruptcy Court having jurisdiction over Merchant, and each Party hereby waives any defenses or objections based on lack of jurisdiction, improper venue, and/or *forum non conveniens*. From and after entry of the Approval Order, Merchant shall conduct the Sale in accordance with the terms of the Approval Order in all material respects."

The Agent shall be authorized to syndicate the transactions contemplated by the Agreements with Tiger Capital Group, LLC ("Tiger"), Gordon Brothers Retail Partners, LLC ("GBRP"), and B. Riley Retail Solutions, LLC ("B. Riley"; and together with Tiger and GBRP the "Participants") on terms and conditions mutually agreed upon between the Agent and the Participants. Per the Merchant's request, Agent and GBRP shall continue to co-lead all aspects of the transactions contemplated by the Agreements from and after the date hereof.

This Third Amendment, together the Agreements, the First Amendment, the Second Amendment, all prior amendments, Work Orders, or supplements, and all schedules and exhibits attached hereto and thereto, constitutes a single, integrated written contract expressing the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this Third Amendment except as specifically set forth in this Third Amendment or the Agreements.

*[Remainder of Page Intentionally Left Blank;
Signatures Appear Next Page]*

If this Amendment is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to the opportunity to continue working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC,
As Agent (for itself and the Participants)

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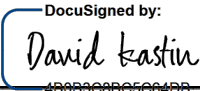
By: 
Name: _____
Its: _____

[Signatures Continued Next Page]

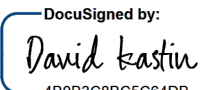
**AGREED AND ACCEPTED as of the 22 day
of April, 2023:**

MERCHANT:

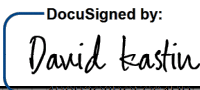
BED BATH & BEYOND, INC.

By: 
Name: David Kastin
Its: Executive Vice President, Chief Legal Officer

BUY BUY BABY, INC.

By: 
Name: David Kastin
Its: Secretary

HARMON STORES, INC.

By: 
Name: David Kastin
Its: Secretary

Bed Bath & Beyond.2023.Wave 5
Exhibit A

Store List

Store #	Concept/ Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
1	BBBY	Springfield	715 Morris Turnpike	Springfield	NJ	07081	47,640
8	BBBY	Canoga Park	6530 Canoga Avenue	Canoga Park	CA	91303	42,050
20	BBBY	West Los Angeles	11854 West Olympic Boulevard	Los Angeles	CA	90064-1100	63,000
24	BBBY	Santa Rosa	2785 Santa Rosa Ave	Santa Rosa	CA	95407	35,000
25	BBBY	Studio City	12555 Ventura Blvd	Studio City	CA	91604	29,844
26	BBBY	Oakland	590 2Nd Street	Oakland	CA	94607	18,793
27	BBBY	Cherry Hill	2130 Marlton Pike W, Suite D	Cherry Hill	NJ	08002	38,012
29	BBBY	Falls Church	5810 Crossroads Center Way	Falls Church	VA	22041	36,000
31	BBBY	San Diego	1750 Camino Del Rio North	San Diego	CA	92108	77,925
32	BBBY	Deerfield	96 South Waukegan Road	Deerfield	IL	60015	47,000
33	BBBY	Rockville	1519 Rockville Pike	Rockville	MD	20852	50,204
37	BBBY	Lake Grove	2045 Smith Haven Plaza	Lake Grove	NY	11755	64,776
40	BBBY	Albany	32 Wolf Road	Albany	NY	12205	38,500
42	BBBY	Manhattan	620 6Th Avenue	New York	NY	10011	92,025
45	BBBY	Houston 45	17355 Tomball Parkway Suite 1J	Houston	TX	77064	44,998
46	BBBY	Dadeland	8380 South Dixie Highway	Miami	FL	33143	60,000
47	BBBY	Tucson	4811 E. Grant Road, Suite 131	Tucson	AZ	85712	36,518
49	BBBY	Sterling Heights	12020 Hall Road	Sterling Heights	MI	48313	42,609
51	BBBY	Webster	19801 Gulf Freeway, Suite 1000	Webster	TX	77598	53,829
52	BBBY	Columbia 52	9021 Snowden River Parkway	Columbia	MD	21046	40,055
53	BBBY	Downers Grove	1548 Butterfield Road	Downers Grove	IL	60515	73,572
54	BBBY	Westlake	30083 Detroit Road	Westlake	OH	44145	29,963
55	BBBY	West Palm Beach	1875 Palm Beach Lakes Blvd A05	West Palm Beach	FL	33401	32,400
61	BBBY	Plano	801 West 15Th Street, Suite D	Plano	TX	75075	43,988
63	BBBY	Lincoln Park	1800 N. Clybourn Ave., Suite A	Chicago	IL	60614	32,972
66	BBBY	Kennesaw	840 Ernest Barrett Pkwy Ste170	Kennesaw	GA	30144	35,000
67	BBBY	Addison	13900 Dallas Parkway	Dallas	TX	75240	54,337
68	BBBY	Denver 68	370 S Colorado Blvd	Glendale	CO	80246	44,997
82	BBBY	Dallas	8005 Park Lane	Dallas	TX	75231	53,500
86	BBBY	Tulsa	10011 East 71St Street	Tulsa	OK	74133	42,000
87	BBBY	Overland Park	12035 Metcalf	Overland Park	KS	66213	50,028
88	BBBY	Houston 88	10515 Katy Freeway,Suite A	Houston	TX	77024	47,900
97	BBBY	Austin 97	5400 Brodie Lane Suite 300	Austin	TX	78745	42,098
98	BBBY	Birmingham	1771 Montgomery Highway	Hoover	AL	35244	38,297
99	BBBY	Carrollwood	13123 North Dale Mabry Highway	Tampa	FL	33618	35,931
101	BBBY	Rancho Cucamonga	11530 4Th Street Suite 120	Rancho Cucamonga	CA	91730	26,000
103	BBBY	Alpharetta	6050 North Point Parkway	Alpharetta	GA	30022	39,999
108	BBBY	Rockford	6309 East State Street	Rockford	IL	61108	35,800
110	BBBY	Charlottesville	975A North Emmet Street	Charlottesville	VA	22903	36,450
111	BBBY	Albuquerque	2451 San Mateo Blvd Ne Suite D	Albuquerque	NM	87110	30,162
114	BBBY	Virginia Beach	220 Constitution Drive	Virginia Beach	VA	23462	37,500
116	BBBY	Humble	20514 Highway 59 N.	Humble	TX	77338	35,000
119	BBBY	Canton	6725 Strip Avenue Nw	North Canton	OH	44720	40,000
121	BBBY	Wolfchase	2810 Germantown Parkway	Memphis	TN	38133	40,000
124	BBBY	Cary	405 Cross Roads Boulevard	Cary	NC	27518	43,000
126	BBBY	Stafford	12520 Fountain Lake Circle	Stafford	TX	77477	36,000
127	BBBY	Santa Clara	5201 Stevens Creek Blvd.	Santa Clara	CA	95051	40,000
128	BBBY	Naples	5351 N. Airport Road	Naples	FL	34109	44,777
129	BBBY	Arlington	4000 Retail Connection Way, Suite 101	Arlington	TX	76018	30,000
132	BBBY	Madison	215 Junction Road	Madison	WI	53717	35,345
133	BBBY	Naperville	336 S Rt 59	Naperville	IL	60540	32,744
134	BBBY	Huebner Oaks	11745 Ih 10 West Suite 750	San Antonio	TX	78230	35,009
135	BBBY	Rego Park	96-05 Queens Boulevard	Rego Park	NY	11374	45,997
136	BBBY	Portland	16800 Southwest 72Nd Avenue	Tigard	OR	97224	36,000
137	BBBY	Denver West Village	14383 West Colfax Avenue	Golden	CO	80401	36,273
138	BBBY	Thousand Oaks	121 South Westlake Blvd	Thousand Oaks	CA	91362	35,000
139	BBBY	Oceanside	2120 Vista Way	Oceanside	CA	92054	38,008
147	BBBY	Ballwin	141 Highlands Boulevard Drive	Manchester	MO	63011	35,000
148	BBBY	Mountain Brook	313 Summit Boulevard	Birmingham	AL	35243	30,056
149	BBBY	Braintree	400 Grossman Drive	Braintree	MA	02184	35,963
154	BBBY	Southside	8801-1 Southside Boulevard	Jacksonville	FL	32256	35,000
155	BBBY	Augusta	221 Robert C. Daniel,Jr. Pkwy	Augusta	GA	30909	37,500
156	BBBY	Henrico	10050 West Broad Street	Glen Allen	VA	23060	40,000

Bed Bath & Beyond.2023.Wave 5
Exhibit A

Store List

Store #	Concept/ Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
157	BBBY	Mid-Rivers	281 Mid Rivers Mall Drive	St. Peters	MO	63376	38,843
159	BBBY	East Hanover	180 Route 10 West	East Hanover	NJ	07936	50,182
160	BBBY	Woodbridge	675 Us Highway 1S, Suite 5	Iselin	NJ	08830-3125	34,000
164	BBBY	Oklahoma City	2848 Nw 63Rd Street	Oklahoma City	OK	73116	40,739
166	BBBY	Roseville 166	30801 Gratoit Road	Roseville	MI	48066	44,500
169	BBBY	Waldorf	3270 Crain Highway	Waldorf	MD	20603	36,424
172	BBBY	Newport News	12132 A Jefferson Avenue	Newport News	VA	23602	41,929
173	BBBY	Dublin	4882 Dublin Blvd	Dublin	CA	94568	35,472
178	BBBY	St. Petersburg	2060 66Th Street North	St. Petersburg	FL	33710	36,926
181	BBBY	Williston	115 Trader Lane	Williston	VT	05495	40,000
183	BBBY	Pasadena	3341 East Foothill Blvd	Pasadena	CA	91107	40,000
188	BBBY	Frederick	5413 Urbana Pike	Frederick	MD	21704	38,700
189	BBBY	Chandler	850 N. 54Th Street	Chandler	AZ	85226	32,713
192	BBBY	Midlothian	11609 Midlothian Turnpike	Midlothian	VA	23113	40,000
194	BBBY	Ft. Collins	110 W. Troutman Parkway	Ft. Collins	CO	80525	50,695
196	BBBY	Towson	1238 Putty Hill Avenue Suite 1	Towson	MD	21286	36,990
197	BBBY	Aventura	19205 Biscayne Blvd	Aventura	FL	33180	45,000
199	BBBY	Columbia 199	136 Harbison Blvd	Columbia	SC	29212	40,800
200	BBBY	N. Colorado Springs	1790 East Woodmen Road	Colorado Springs	CO	80920	38,000
202	BBBY	Grand Rapids	4901 28Th Street, Se	Grand Rapids	MI	49512	40,000
204	BBBY	Solon	6025 Kruse Drive Suite 123	Solon	OH	44139	40,000
207	BBBY	Deptford	1755 Deptford Center Road	Deptford	NJ	08096	38,094
208	BBBY	Reno	4983 S Virginia Street	Reno	NV	89502	35,185
211	BBBY	Lincoln	2960 Pine Lake Road Suite A	Lincoln	NE	68516	35,000
213	BBBY	Jensen Beach	2450 Nw Federal Highway	Stuart	FL	34994	34,900
214	BBBY	Clearwater	23676 Us Hwy 19 North	Clearwater	FL	33765	33,330
215	BBBY	Mishawaka	5802 Grape Rd, Suite B	Mishawaka	IN	46545	38,042
224	BBBY	Brick	51 Chambersbridge Road	Brick	NJ	08723	35,000
225	BBBY	Fresno	7497 N. Blackstone Avenue	Fresno	CA	93720	36,725
227	BBBY	Jenkintown	905 Old York Road	Jenkintown	PA	19046	44,280
228	BBBY	Little Rock	12309 Chenal Parkway Suite A	Little Rock	AR	72211	37,813
233	BBBY	Arrowhead	7340 West Bell Road	Glendale	AZ	85308	38,000
235	BBBY	Sarasota	6567 S. Tamiami Trail	Sarasota	FL	34231	40,000
236	BBBY	Daytona Beach	2500 W. Interntl Speedway Blvd	Daytona Beach	FL	32114	34,945
237	BBBY	Mt. Pleasant	1744 Towne Centre Way	Mt. Pleasant	SC	29464	34,560
245	BBBY	Gainesville	6855 Newberry Road	Gainesville	TX	76205	30,500
248	BBBY	Baton Rouge	10505 South Mall Drive	Baton Rouge	LA	70809	35,017
250	BBBY	Lynnwood	3115 196Th Street, Sw	Lynnwood	WA	98036	30,000
251	BBBY	Allentown	1223 Whitehall Mall	Whitehall	PA	18052	43,971
254	BBBY	Modesto	3900 Sisk Road	Modesto	CA	95356	29,926
255	BBBY	Mill Creek	1705 Mall Of Georgia Blvd, Suite 4	Buford	GA	30519	33,889
260	BBBY	Westbury	950 Merchants Concourse	Westbury	NY	11590	54,239
261	BBBY	Pleasant Hill	15 Crescent Drive	Pleasant Hill	CA	94523	35,877
266	BBBY	Eatontown	92 Route 36	Eatontown	NJ	07724	35,750
268	BBBY	Asheville	83G South Tunnel Road	Asheville	NC	28805	38,772
271	BBBY	Harrisburg	5125 Jonestown Road Suite 425	Harrisburg	PA	17112	30,054
272	BBBY	Katy Mills	24600 Katy Fwy Suite 100	Katy	TX	77494	38,000
273	BBBY	Palm Beach Gardens	2410 Pga Boulevard	Palm Beach Gardens	FL	33410	37,525
275	BBBY	Mission Viejo	25732 El Paseo	Mission Viejo	CA	92691	35,000
278	BBBY	Fayetteville	3816 North Mall Avenue	Fayetteville	AR	72703	30,000
279	BBBY	Sw Denver 279	7421 West Bowles Avenue Ste 1	Littleton	CO	80123-3096	35,000
285	BBBY	Fort Myers	13499 S Cleveland Ave Suite200	Fort Myers	FL	33907	30,587
289	BBBY	Middletown	1115 Route 35	Middletown	NJ	07748	35,843
292	BBBY	Orem	50 West 1300 South	Orem	UT	84058	37,102
293	BBBY	Louisville	996 Breckinridge Lane	Louisville	KY	40207	34,953
294	BBBY	Sugarhouse	1169 Wilmington Avenue	Salt Lake City	UT	84106	18,395
295	BBBY	Beverly Hills	31535 Southfield Road	Beverly Hills	MI	48025	41,093
298	BBBY	Hilton Head	1460 Fording Island Road St100	Bluffton	SC	29910	24,710
301	BBBY	Rookwood	2719 Edmondson Road	Cincinnati	OH	45209	33,375
305	BBBY	Round Rock	2701-A Parker Road Suite 400	Round Rock	TX	78681	30,500
307	BBBY	Roseville 307	1120 Galleria Blvd Suite 140	Roseville	CA	95678	49,132
309	BBBY	Charlotte	9559 South Boulevard	Charlotte	NC	28273	37,000
311	BBBY	Simsbury	532 Bushy Hill Road	Simsbury	CT	06070	30,321

Bed Bath & Beyond.2023.Wave 5
Exhibit A

Store List

Store #	Concept/ Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
313	BBBY	Athens	1791 Oconee Connector Suite350	Athens	GA	30606	24,000
315	BBBY	Daly City	303 Gellert Boulevard	Daly City	CA	94015	33,030
317	BBBY	Winston-Salem	1020 Hanes Mall Blvd.	Winston Salem	NC	27103	37,153
318	BBBY	Midland	3001-A101 West Loop 250 North	Midland	TX	79705	27,426
319	BBBY	Eugene	95 Oakway Center	Eugene	OR	97401	30,013
321	BBBY	Lafayette	3617 Ambassador Caffery	Lafayette	LA	70503	42,749
326	BBBY	Wichita	2750 N Greenwich Ct	Wichita	KS	67226	37,922
327	BBBY	Johnson City	3211 People Street Suite 25	Johnson City	TN	37604	24,925
328	BBBY	Fargo	4340 13Th Avenue Sw	Fargo	ND	58103	30,000
330	BBBY	Fort Worth	4931 Overton Ridge Boulevard	Ft. Worth	TX	76132	35,177
333	BBBY	Meridian	1350 North Eagle Road	Meridian	ID	83642	38,146
336	BBBY	Newtown	20 West Road	Newtown	PA	18940	30,000
337	BBBY	The Waterfront	490 Waterfront Drive East	Homestead	PA	15120	38,000
338	BBBY	Broadmoor	2180 Southgate Road	Colorado Springs	CO	80906	30,529
339	BBBY	Cool Springs	545 Cool Springs Boulevard	Franklin	TN	37067	40,000
341	BBBY	Southlake	2930 East Southlake Blvd.	Southlake	TX	76092	30,000
349	BBBY	Greenville	1117 Woodruff Road Suite D	Greenville	SC	29607	35,000
350	BBBY	Danvers	180 Endicott Street	Danvers	MA	01923	36,192
352	BBBY	Amarillo	3000 Soncy Road	Amarillo	TX	79124	30,000
358	BBBY	Youngstown	550 Boardman Poland Road	Youngstown	OH	44512	30,000
359	BBBY	Davie	1801 S University Drive	Davie	FL	33324	28,170
362	BBBY	Spokane	5628 N Division Street	Spokane	WA	99207	36,692
363	BBBY	Greenwood	723 Us 31 North Suite A	Greenwood	IN	46142	33,208
364	BBBY	Taylor	23871 Eureka Road	Taylor	MI	48180	30,350
365	BBBY	Bangor	490 Stillwater Avenue	Bangor	ME	04401	27,905
368	BBBY	Novi	43610 West Oaks Drive	Novi	MI	48377	33,220
370	BBBY	Saw Mill	3708 W Dublin Grandville Road	Columbus	OH	43235	40,075
371	BBBY	Tukwila	400 Strander Blvd	Tukwila	WA	98188	45,633
372	BBBY	Warwick	1500 Bald Hill Road Suite B	Warwick	RI	02886	41,878
375	BBBY	Evansville	280 North Green River Road	Evansville	IN	47715	31,675
377	BBBY	Wilkes Barre	435 Arena Hub Plaza	Wilkes-Barre	PA	18702	30,057
378	BBBY	Rochester Hills	1242 South Rochester Road	Rochester Hills	MI	48307	38,243
380	BBBY	Salem	265 South Broadway, Suite 4	Salem	NH	03079	25,918
384	BBBY	Hollywood	1557 Vine Street	Hollywood	CA	90028	30,054
385	BBBY	East Boca	1400C Glades Road	Boca Raton	FL	33431	23,232
388	BBBY	Tallahassee	1574 Governors Square Blvd.	Tallahassee	FL	32301	35,000
393	BBBY	Dulles	45575 Dulles Eastern Plaza Ste 154	Dulles	VA	20166	35,000
394	BBBY	Yonkers	2141 Central Park Avenue	Yonkers	NY	10710	40,000
400	BBBY	Destin	4441 Commons Drive East	Destin	FL	32541	34,273
402	BBBY	Greendale	5445 South 76Th Street	Greendale	WI	53129	33,014
404	BBBY	Frisco	2930 Preston Road Suite 400	Frisco	TX	75034	35,000
405	BBBY	Huntsville	6888 Governors West	Huntsville	AL	35806	30,000
407	BBBY	Bakersfield	5000 Stockdale Highway	Bakersfield	CA	93309	30,500
412	BBBY	Seal Beach	12390 Seal Beach Blvd	Seal Beach	CA	90740	27,060
414	BBBY	Apple Valley	14910 Florence Trail	Apple Valley	MN	55124	30,339
417	BBBY	Puyallup	4102 D South Meridian Street	Puyallup	WA	98373	32,920
418	BBBY	Wilmington	352 South College Rd Unit 10B	Wilmington	NC	28403	30,405
422	BBBY	Henderson	621 Marks Street	Henderson	NV	89014	29,990
424	BBBY	Port Charlotte	18700 Veterans Blvd Unit 14	Port Charlotte	FL	33954	24,971
426	BBBY	Onslow	1305 Western Blvd	Jacksonville	NC	28546	23,000
428	BBBY	Clive	11101 University Ave Suite A	Clive	IA	50325	35,035
430	BBBY	Northwoods	1730 N Loop 1604 E Suite 107	San Antonio	TX	78232	30,256
431	BBBY	Tanasbourne	18043 Nw Evergreen Parkway	Hillsboro	OR	97006	34,487
432	BBBY	Exton	108 Bartlett Avenue	Exton	PA	19341	34,571
433	BBBY	South Portland	200 Running Hill Road Suite 4	South Portland	ME	04106	30,448
435	BBBY	Matthews	10530 Northeast Parkway	Matthews	NC	28105	25,000
436	BBBY	Aurora	5560 South Parker Road	Aurora	CO	80015	34,980
437	BBBY	Anderson Station	146 Station Drive	Anderson	SC	29621	22,398
439	BBBY	Crofton	2382 Brandermill Blvd Suite102	Gambrills	MD	21054	28,000
442	BBBY	Kirby	3102 Kirby Drive	Houston	TX	77098	31,000
449	BBBY	Warrington	1015 Main Street	Warrington	PA	18976	33,808
450	BBBY	Auburn	366 Southbridge Street	Auburn	MA	01501	22,325
454	BBBY	Fort Lauderdale	2701 N Federal Highway	Fort Lauderdale	FL	33306	34,500

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456	BBBY	Maple Grove	7950 Wedgewood Lane N	Maple Grove	MN	55369	29,706
462	BBBY	Centerville	6142 Wilmington Pike	Dayton	OH	45459	28,105
470	BBBY	Columbus Park	5555 Whittlesey Blvd Ste 1400	Columbus	GA	31909	25,000
475	BBBY	Torrance	2595 Pacific Coast Highway	Torrance	CA	90505	39,061
476	BBBY	West Nashville	7657 Highway 70 South Suite112	Nashville	TN	37221	20,060
477	BBBY	Route 46	545 Route 46	Totowa	NJ	07512	59,847
482	BBBY	Woodbury	8250 Tamarack Village	Woodbury	MN	55125	29,530
485	BBBY	Best In The West	2100 N Rainbow Blvd Suite 110	Las Vegas	NV	89108	28,337
486	BBBY	Skokie	5545 W Touhy Avenue	Skokie	IL	60077	36,500
487	BBBY	Hyannis	65 Independence Drive	Hyannis	MA	02601	36,570
490	BBBY	Primrose	3308 S Glenstone Avenue	Springfield	MO	65804	30,050
492	BBBY	Metairie	4410 Veterans Memorial Blvd	Metairie	LA	70006	52,053
497	BBBY	Mc Donough	1898 Jonesboro Road	Mcdonough	GA	30253	19,978
502	BBBY	Corpus Christi	4717 S Padre Island Dr Suite F	Corpus Christi	TX	78411	26,300
503	BBBY	Summerlin Center	2315 Summa Drive #180	Las Vegas	NV	89135	32,064
504	BBBY	Woodlands	1560 Lake Woodlands Drive	The Woodlands	TX	77380	34,929
507	BBBY	Sands	3640 Long Beach Road	Oceanside	NY	11572	37,236
514	BBBY	Mesquite	2705 N Mesquite Drive	Mesquite	TX	75150	25,378
518	BBBY	Vero Beach	6150 20Th Street	Vero Beach	FL	32966	21,843
523	BBBY	Ocala	2701 Sw College Road Suite 400	Ocala	FL	34474	20,000
524	BBBY	Santa Fe	4250 Cerrillos Road Suite 1214	Santa Fe	NM	87507	25,000
525	BBBY	Pensacola	5450 N 9Th Avenue	Pensacola	FL	32504	28,585
529	BBBY	Savannah	7400 Abercorn Street Suite 201	Savannah	GA	31406	35,005
535	BBBY	Mc Allen	620 E Expressway 83	Mc Allen	TX	78503	31,647
538	BBBY	Riverside	3700 Tyler Street Suite 14	Riverside	CA	92503	30,248
539	BBBY	Redwood City	1950 El Camino Real	Redwood City	CA	94063	25,000
540	BBBY	Capitola	3555 Clares Street Suite J	Capitola	CA	95010	24,380
542	BBBY	Nashua	261 Daniel Webster Hwy Unit 1	Nashua	NH	03060	37,857
544	BBBY	Edmond	412 S Bryant Avenue	Edmond	OK	73034	22,000
550	BBBY	Newport	288 East Main Road	Middletown	RI	02842	25,373
551	BBBY	Bradenton	825 Cortez Road West	Bradenton	FL	34207	25,395
556	BBBY	St. Augustine	320 Cbl Drive	St Augustine	FL	32086	20,000
557	BBBY	Denton	2315 Colorado Blvd Suite 180	Denton	TX	76205	30,281
558	BBBY	Chattanooga	2040 Hamilton Place Blvd	Chattanooga	TN	37421	28,000
559	BBBY	Coeur D Alene	440 W Wilbur Avenue	Coeur D Alene	ID	83815	20,215
560	BBBY	Morganton Road	5075 Morganton Road Suite 9C	Fayetteville	NC	28314	29,427
562	BBBY	Eureka	3300 Broadway Space #340	Eureka	CA	95501	25,759
564	BBBY	Westfield	1950 6 Greyhound Pass	Carmel	IN	46033	24,350
569	BBBY	Country Club Plaza	2725 Marconi Ave	Sacramento	CA	95821	24,000
571	BBBY	Lakeline	11066 Pecan Park Blvd Bldg 1	Cedar Park	TX	78613	34,361
573	BBBY	Scottsdale	7000 E Mayo Blvd Building 12	Phoenix	AZ	85054	35,000
577	BBBY	San Patricio	100 Ave San Patricio	Guaynabo	PR	00966	40,500
579	BBBY	Miami International	10640 Nw 19Th Street	Miami	FL	33172	28,053
585	BBBY	College Station	1430 Texas Avenue South	College Station	TX	77840	24,722
589	BBBY	Gulfport	3951 Promenade Parkway	Diberville	MS	39540	23,437
591	BBBY	Avondale	10060 W Mc Dowell Road	Avondale	AZ	85323	25,063
592	BBBY	West Ashley	946 Orleans Road Suite E1	Charleston	SC	29407	23,683
605	BBBY	Parker	11435 Twenty Mile Road	Parker	CO	80134	23,000
606	BBBY	Surprise	13723 W Bell Road	Surprise	AZ	85374	25,000
611	BBBY	Murfreesboro	2615 Medical Cntr Prkwy St1200	Murfreesboro	TN	37129	25,625
615	BBBY	Abilene	3417 Catclaw Drive	Abilene	TX	79606	18,043
623	BBBY	Frankfort	11165 W Lincoln Highway	Frankfort	IL	60423	25,000
626	BBBY	Idaho Falls	3011 S 25Th East	Idaho Falls	ID	83406	20,062
632	BBBY	Lubbock	2624 W Loop 289	Lubbock	TX	79407	29,954
756	BBBY	Bedford	5 Colby Court Unit 3	Bedford	NH	03110	35,753
762	BBBY	Traverse City	3301 N Us 31 South	Traverse City	MI	49684	25,000
765	BBBY	Fredericksburg	3700 Plank Road	Fredericksburg	VA	22407	28,977
766	BBBY	Oracle	6310 N Oracle Road	Tucson	AZ	85704	31,638
768	BBBY	North Cincinnati	5800 Deerfield Road	Mason	OH	45040	30,000
769	BBBY	Waco	4633 S Jack Kultgen Exwy St102	Waco	TX	76706	25,187
771	BBBY	West Omaha	255 N 170Th Street	Omaha	NE	68118	30,000
772	BBBY	Myrtle Beach	2400 Coastal Grand Circle	Myrtle Beach	SC	29577	25,121
774	BBBY	Patterson Place	3616 Witherspoon Blvd. Suite 103	Durham	NC	27707	33,839

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775	BBBY	Bethlehem	4449 Southmont Way	Easton	PA	18045	28,159
776	BBBY	Redlands	27450 Lugonia Avenue	Redlands	CA	92374	28,445
777	BBBY	St. George	844 W Telegraph Street	Washington City	UT	84780	22,054
780	BBBY	Potomac Mills	14101 Crossing Place	Woodbridge	VA	22192	35,000
783	BBBY	Riverdale	4113 Riverdale Road	Ogden	UT	84405	23,046
800	BBBY	Sir Barton Way	2321 Sir Barton Way, Suite 120	Lexington	KY	40509	35,000
808	BBBY	Kissimmee	3212 North John Young Parkway	Kissimmee	FL	34741	24,897
810	BBBY	Somerville	119 Middlesex Avenue	Somerville	MA	02145	38,012
812	BBBY	Bend	63455 N. Highway 97, Suite 113	Bend	OR	97703	22,859
820	BBBY	Goleta	189 North Fairview Ave	Goleta	CA	93117	23,922
821	BBBY	Ventura	4040 East Main Street	Ventura	CA	93003	27,718
825	BBBY	Mc Kinney	2975 Craig Drive	Mckinney	TX	75072	28,016
832	BBBY	Raleigh Triangle	3604 Sumner Blvd, Suite 104	Raleigh	NC	27616	32,000
833	BBBY	Viera	2291 Town Center Ave, Suite 101	Melbourne	FL	32940	24,329
837	BBBY	Brookfield	14 Candlewood Lake Road	Brookfield	CT	06804	37,640
838	BBBY	Highlands Ranch	9315 Dorchester Street, Suite 100	Highlands Ranch	CO	80129	23,000
839	BBBY	Green Bay	825 Pilgrim Way Suite B	Green Bay	WI	54304	24,296
841	BBBY	Concord	10 Loudon Road	Concord	NH	03301	23,325
1002	BBBY	San Antonio	6001 Nw Loop 410 Suite #120	San Antonio	TX	78238	28,000
1011	BBBY	Aberdeen	200 Aberdeen Commons, 11088 Us 15-501 Highv	Aberdeen	NC	28315	22,975
1014	BBBY	Moreland Avenue	1235 Caroline Street Ne	Atlanta	GA	30307	23,606
1021	BBBY	Omaha	1220 South 71St Street	Omaha	NE	68106	32,000
1024	BBBY	Rockwall	963 East Interstate Highway 30	Rockwall	TX	75087	23,000
1028	BBBY	Lakeland	1500 Town Center Drive	Lakeland	FL	33803	30,000
1030	BBBY	La Quinta	79-110 Hwy 111	La Quinta	CA	92253	30,000
1033	BBBY	Gilbert	2793 S Market St, Suite 101	Gilbert	AZ	85296	31,957
1035	BBBY	Turkey Creek	11263 Parkside Drive, Suite 612	Knoxville	TN	37934	25,000
1044	BBBY	Plymouth	200 Colony Place	Plymouth	MA	02360	25,072
1053	BBBY	Crestview Hills	2757 Town Center Blvd	Crestview Hills	KY	41017	26,989
1056	BBBY	Hamburg	3701 Mckinley Parkway	Blasdel	NY	14219	25,000
1059	BBBY	Clarence	4401 Transit Road	Williamsville	NY	14221	30,000
1069	BBBY	Cypress	25839 Us Highway 290	Cypress	TX	77429	30,000
1073	BBBY	Kalispell	2411 Highway 93 North	Kalispell	MT	59901	23,000
1077	BBBY	Camelback	1919 East Camelback Road, Suite #128	Phoenix	AZ	85016	22,660
1082	BBBY	Franklin Park	5135 Monroe Street	Toldeo	OH	43623	32,154
1091	BBBY	Rio Grande	3201 Rt 9 South, Unit B	Rio Grande	NJ	08242	22,600
1094	BBBY	Akers Mills	2955 Cobb Parkway, Suite 110	Atlanta	GA	30339	29,000
1096	BBBY	Clifton	404 State Route 3	Clifton	NJ	07014	24,080
1097	BBBY	Murrieta	24450 Village Walk Place	Murrieta	CA	92562	33,000
1107	BBBY	San Marcos	1050 Mckinley Place Dr, Bldg 2, Suite 220	San Marcos	TX	78666	23,000
1108	BBBY	Longmont	205 Ken Pratt Blvd., Suite 240	Longmont	CO	80501	28,028
1110	BBBY	Miracle Market Place	3301 Coral Way	Miami	FL	33145	30,250
1112	BBBY	Rutland	322 Route 7 South	Rutland	VT	05701	24,000
1115	BBBY	Bozeman	2155 West Cattail St	Bozeman	MT	59718	19,711
1117	BBBY	Conroe	2920 Interstate 45 N.	Conroe	TX	77303	24,686
1119	BBBY	Peachtree City	1245 North Peachtree Parkway	Peachtree City	GA	30269	23,401
1125	BBBY	North Naples	13585 Tamiami Trail N. Unit #6	Naples	FL	34110	25,002
1126	BBBY	North Greensboro	1618 Highwoods Blvd	Greensboro	NC	27410	30,000
1127	BBBY	Keizer	6180 Ulali Drive	Keizer	OR	97303	28,048
1129	BBBY	Olympia	2405 4Th Avenue West	Olympia	WA	98502	28,000
1130	BBBY	East Vancouver	16701 South East Mill Plain Blvd	Vancouver	WA	98684	28,000
1133	BBBY	Cottonwood Commons	3601 Old Airport Road, Suite A	Albuquerque	NM	87114	28,000
1138	BBBY	Jacksonville Beach	4054 South 3Rd Street	Jacksonville Beach	FL	32250	29,000
1142	BBBY	Rogers	2203 Promenade Boulevard, Suite 20210	Rogers	AR	72758	30,000
1143	BBBY	East Colonial	3228 East Colonial Drive	Orlando	FL	32803	27,761
1149	BBBY	Sioux Falls	3800 South Louise Ave, Suite 2	Sioux Falls	SD	57106	40,843
1150	BBBY	Augusta	42 Whitten Road, Suite 1	Augusta	ME	04330	25,846
1154	BBBY	Petoskey	910 Spring Street	Petoskey	MI	49770	21,000
1157	BBBY	Missoula	3017 Paxson Street	Missoula	MT	59801	21,641
1161	BBBY	Mueller	1201 Barbara Jordan Blvd, Suite 200	Austin	TX	78723	25,000
1162	BBBY	202 & Dobson	837 North Dobson Road	Mesa	AZ	85201	30,000
1175	BBBY	Anchorage	601 E Dimond Blvd	Anchorage	AK	99518	29,486
1177	BBBY	Dc Usa	3100 14Th Street Nw	Washington	DC	20010	33,940

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1179	BBBY	Mooreville	627 River Highway	Mooreville	NC	28117	28,000
1190	BBBY	Gulf Shores	3800 Gulf Shores Parkway, Suite 300	Gulf Shores	AL	36542	25,000
1203	BBBY	Willowbrook	7175 Kingery Highway	Willowbrook	IL	60527	28,000
1207	BBBY	Northgate Mall	401 Ne Northgate Way Suite 2100	Seattle	WA	98125	28,176
1209	BBBY	Wesley Chapel	5845 Wesley Grove Boulevard	Wesley Chapel	FL	33544	30,000
1212	BBBY	Euless	2800 Highway 121 Suite 600	Euless	TX	76039	28,000
1227	BBBY	Foxboro	330 Patriot Place	Foxborough	MA	02035	30,000
1234	BBBY	Lady Lake	546 N. Highway 441	Lady Lake	FL	32159	28,000
1237	BBBY	Morehead City	5160 Highway 70 Suite 600	Morehead City	NC	28557	20,400
1244	BBBY	Portsmouth	100 Durgin Lane	Portsmouth	NH	03801	37,843
1258	BBBY	Hingham	9 Shipyard Drive	Hingham	MA	02043	28,102
1259	BBBY	Flowood	760 Mackenzie Lane	Flowood	MS	39232	25,000
1260	BBBY	Sandy	10433 South State Street	Sandy	UT	84070	28,000
1265	BBBY	Warner Robins	3060 Watson Boulevard	Warner Robins	GA	31093	20,000
1266	BBBY	Bear Valley Road	18815 Bear Valley Road	Apple Valley	CA	92308	25,000
1268	BBBY	University Town Center	111 N Cattlemen Rd	Sarasota	FL	34243	35,029
1291	BBBY	West El Paso	655 Sunland Park Drive, Suite I	El Paso	TX	79912	25,002
1304	BBBY	Cape Coral	1827 Ne Pine Island Road	Cape Coral	FL	33909	27,978
1305	BBBY	Palm Springs	5200 E. Ramon Road Building B	Palm Springs	CA	92264	28,245
1307	BBBY	Prescott	3250 Gateway Blvd Ste. 508	Prescott	AZ	86303	30,078
1308	BBBY	Schererville	124 Us Highway 41	Schererville	IN	46375	34,163
1309	BBBY	Hamilton	160 Marketplace Boulevard	Hamilton	NJ	08691	30,704
1310	BBBY	Billings	2821 King Ave West	Billings	MT	59102	35,115
1312	BBBY	Collierville	4610 Merchants Park Circle Suite 501	Collierville	TN	38017	28,307
1313	BBBY	Southaven	6400 Towne Center Loop	Southaven	MS	38671	25,080
1314	BBBY	Riverhead	1440 Old Country Road Suite 300	Riverhead	NY	11901	30,031
1317	BBBY	The Forum	8262 Agora Parkway	Selma	TX	78154	34,000
1321	BBBY	Durango	800 South Camino Del Rio	Durango	CO	81301	25,492
1326	BBBY	Pearlridge	145 Kaonohi St	Aiea	HI	96701	45,901
1327	BBBY	Stroudsburg	143 Radio Drive	Stroudsburg	PA	18360	25,192
1331	BBBY	Lancaster	2350 Lincoln Highway East Suite 100	Lancaster	PA	17602	42,923
1333	BBBY	Rapid City	1365 Eglin Street	Rapid City	SD	57701	23,400
1336	BBBY	Burlington	1915 Marketplace Drive	Burlington	WA	98233	27,203
1338	BBBY	Winter Garden	3215 Daniels Road	Winter Garden	FL	34787	28,633
1341	BBBY	Christiana	331 West Main Street	Newark	DE	19702	37,500
1365	BBBY	Longview	422 W Loop 281 Suite 200	Longview	TX	75605	24,960
1367	BBBY	Panama City Beach, Fl	15600 Panama City Beach Pkwy	Panama City Beach	FL	32413	23,774
1372	BBBY	Silverdale	9991 Mickelberry Road Nw	Silverdale	WA	98383	28,900
1392	BBBY	Denham Springs	10129 Crossing Way Suite 420	Denham Springs	LA	70726	23,400
1403	BBBY	Flower Mound	6101 Long Prairie Rd Suite 200	Flower Mound	TX	75028	29,967
1405	BBBY	Holly Springs	208 Grand Hill Place	Holly Springs	NC	27540	23,400
1409	BBBY	Tuscaloosa	1320 Mcfarland Blvd E Bldg 300	Tuscaloosa	AL	35404	23,000
1422	BBBY	Rehoboth Beach	30134 Veterans Way	Rehoboth Beach	DE	19971	23,550
3001	BABY	Rockville	1683 Rockville Pike	Rockville	MD	20852-1619	42,296
3002	BABY	Scarsdale	1019 Central Park Ave	Scarsdale	NY	10583	32,200
3003	BABY	Paramus	34 East Ridgewood Ave	Paramus	NJ	07652-3613	63,479
3005	BABY	Westbury	895 East Gate Blvd	Garden City	NY	11530-2104	50,000
3006	BABY	Totowa	545 Route 46 West	Totowa	NJ	07512-1735	33,766
3007	BABY	Manhattan	3 Enterprise Ave N. Suite 3	Secaucus	NY	07094	34,532
3008	BABY	Springfield	6398 Springfield Plaza	Springfield	VA	22150-3431	28,000
3009	BABY	Downers Grove	1556 Butterfield Road	Downers Grove	IL	60515-1003	35,445
3010	BABY	Cherry Hill	1590 Kings Highway North	Cherry Hill	NJ	08034	30,226
3011	BABY	Utica	13361 Hall Road, Suite 102	Utica	MI	48315-5884	32,180
3012	BABY	Canton	42595 Ford Road	Canton	MI	48187-3381	32,000
3013	BABY	Columbus (Easton)	3749 Easton Market	Columbus	OH	43219-6023	27,430
3015	BABY	Coral Springs	2035 N. University Drive	Coral Springs	FL	33071-6132	22,865
3016	BABY	Greenwood	1230 N. Us 31, Suite A	Greenwood	IN	46142-4501	31,168
3017	BABY	Schaumburg, Il	580 E. Golf Road	Schaumburg	IL	60173-4442	32,800
3018	BABY	Austin	5400 Brodie Lane, Suite 400	Austin	TX	78745-2526	28,730
3019	BABY	Augusta, Ga	242 Robert C. Daniels Jr. Parkway	Augusta	GA	30909-0803	26,735
3021	BABY	Plano, Tx	2712 N. Central Expressway	Plano	TX	75074	28,008
3022	BABY	Chandler, Az	2640 W. Chandler Blvd.	Chandler	AZ	85224	35,606
3023	BABY	Scottsdale, Az	10080 N. 90Th Street	Scottsdale	AZ	85258	34,920

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Store #	Concept/ Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
3024	BABY	Carolina Pavillion, Nc	9555 South Blvd	Charlotte	NC	28273-6901	31,278
3025	BABY	Flagler	8241 West Flagler Street, Suite 100	Miami	FL	33144	29,953
3026	BABY	Whitehall (Allentown), Pa	1915 Whitehall Mall	Whitehall	PA	18052-5119	30,322
3027	BABY	Addison	13900 Dallas Parkway	Dallas	TX	75240-4323	33,586
3028	BABY	Nashua	213 Daniel Webster Highway	Nashua	NH	03060-6600	30,491
3029	BABY	Brandon	11345 Causeway Blvd	Brandon	FL	33511-2904	35,150
3031	BABY	Hoover	4351 Creekside Ave.	Hoover	AL	35244-5019	33,843
3033	BABY	Alpharetta	7121 North Point Parkway	Alpharetta	GA	30022-8255	40,787
3034	BABY	San Jose	5353 Almaden Expressway Suite A 100	San Jose	CA	95118-3637	37,849
3036	BABY	Colonie	1440 Central Avenue	Colonie	NY	12205-5118	37,210
3037	BABY	Bridgewater	711 Route 28	Bridgewater	NJ	08807-2401	32,206
3038	BABY	Brookfield	665 Main Street	Brookfield	WI	53005	32,888
3039	BABY	Frisco	2930 Preston Rd Suite 600	Frisco	TX	75034-9055	32,746
3040	BABY	Crystal Lake	5540 Northwest Hwy	Crystal Lake	IL	60014-8016	27,000
3042	BABY	Lexington	2321 Sir Barton Way Suite 110	Lexington	KY	40509-2434	32,498
3043	BABY	Temecula	40438 Winchester Road	Temecula	CA	92591	28,897
3044	BABY	North Cincinnati (Deerfield)	5255 Deerfield Blvd.	Mason	OH	45040-2509	27,400
3046	BABY	Christiana	501 West Main St.	Newark	DE	19702-1534	30,057
3047	BABY	Grand Rapids (Kentwood)	4100 28Th Street Se	Kentwood	MI	49512-1904	34,500
3048	BABY	Fresno	7458 N Blackstone Ave	Fresno	CA	93720-4301	28,037
3049	BABY	Pembroke Pines	11360 Pines Blvd	Pembroke Pines	FL	33026-4102	31,000
3050	BABY	Morrisville	3121 Market Center Drive	Morrisville	NC	27560	25,000
3051	BABY	Rivers Edge	4030 East 82Nd Street	Indianapolis	IN	46250	26,148
3052	BABY	Hurst	1451 West Pipeline Road	Hurst	TX	76053-4628	33,862
3053	BABY	Tulsa	10017 East 71St Street	Tulsa	OK	74133-3210	28,000
3054	BABY	Fort Worth	4648 Sw Loop 820	Fort Worth	TX	76109	29,549
3055	BABY	Pleasant Hill	3250 Buskirk Ave Suite 300A	Pleasant Hill	CA	94523-7309	30,163
3056	BABY	Snellville	1670 Scenic Hwy N Suite 124	Snellville	GA	30078-2132	28,790
3057	BABY	Overland Park	12055 Metcalf Avenue	Overland Park	KS	66213-1121	30,000
3058	BABY	Elk Grove	7621 Laguna Blvd	Elk Grove	CA	95758-5061	31,079
3060	BABY	Braintree	160 Granite St.	Braintree	MA	02184-1747	33,508
3062	BABY	Independence	20000 East Jackson Drive	Independence	MO	64057-1568	28,245
3063	BABY	Encinitas	1014 N El Camino Real	Encinitas	CA	92024	27,260
3064	BABY	Naperville	324 S Route 59	Naperville	IL	60540-3924	22,903
3065	BABY	Woodbury	9160 Hudson Road	Woodbury	MN	55125-7001	28,487
3066	BABY	Sandy	10230 South State Street	Sandy	UT	84070-4115	32,928
3067	BABY	Webster	19801 Gulf Freeway Suite 800	Webster	TX	77598-3802	30,000
3070	BABY	Ballwin	15355A Manchester Road	Ballwin	MO	63011-3026	28,150
3071	BABY	Jacksonville	8801 Southside Blvd Unit 10	Jacksonville	FL	32256-0796	25,000
3072	BABY	Altamonte Springs	130 E Altamonte Dr Suite 1000	Altamonte Springs	FL	32701-4324	27,013
3073	BABY	W Des Moines	4100 University Ave Ste 115	West Des Moines	IA	50266-5958	25,938
3074	BABY	E. Colonial (Orlando)	3206 East Colonial Drive	Orlando	FL	32803-5121	25,205
3076	BABY	Torrance	3700 Torrance Blvd.	Torrance	CA	90503-4808	36,566
3080	BABY	Potomac Mills	2700 Potomac Mills Circle, Suite 100	Woodbridge	VA	22192-4651	38,243
3081	BABY	West Long Branch	310 Route 36	West Long Branch	NJ	07764-1026	22,223
3083	BABY	Amherst	1261 Niagara Falls Blvd Ste 1	Amherst	NY	14226-1160	29,484
3084	BABY	Mission Viejo	25322 El Paseo	Mission Viejo	CA	92691-6906	36,033
3086	BABY	Knoxville	202 Morrell Road	Knoxville	TN	37919-5876	25,000
3087	BABY	Albuquerque	2451 San Mateo Blvd Ne Suite C	Albuquerque	NM	87110-4417	27,839
3088	BABY	Roseville	1120 Galleria Blvd Suite 160	Roseville	CA	95678-1992	29,436
3090	BABY	Maplewood	3200 Laclede Station Suite D	St Louis	MO	63143-3709	24,638
3091	BABY	Willowbrook	17355 Tomball Parkway Suite 1K	Houston	TX	77064-1180	29,250
3092	BABY	Deptford	1745 Deptford Center Road	Deptford	NJ	08096-5662	24,963
3093	BABY	Beachwood (Harvard Park)	4045 Richmond Road	Warrens Heights	OH	44122-6048	25,446
3094	BABY	Livingston	530 W Mount Pleasant Avenue	Livingston	NJ	07039-1740	25,356
3095	BABY	Yorba Linda	22999 Savi Ranch Parkway	Yorba Linda	CA	92887-3095	25,418
3096	BABY	Rancho Cucamonga	11530 4Th Street Suite 125	Rancho Cucamonga	CA	91730-3096	24,000
3097	BABY	Redlands	27651 San Bernardino Ave Ste 110	Redlands	CA	923745030	22,047
3098	BABY	Tukwila	17686 Southcenter Parkway	Tukwila	WA	98188-3705	25,165
3099	BABY	West Hills	6621 Fallbrook Avenue, Unit B	West Hills	CA	91307-3520	20,500
3100	BABY	Kennesaw	2555 Cobb Place Lane Nw Ste 50	Kennesaw	GA	30144-6871	25,526
3101	BABY	Omaha	12204 K Plaza	Omaha	NE	68137	25,032
3103	BABY	Montgomeryville	751 Horsham Rd Unit B1	Landsdale	PA	19446-6489	23,084

Bed Bath & Beyond.2023.Wave 5
Exhibit A

Store List

Store #	Concept/ Banner	Name	Address	City	State	Zip	Selling Sq. Ft.
3104	BABY	Wichita	2756 N Greenwich Ct	Wichita	KS	67226-3104	14,931
3105	BABY	Aurora	6492 South Parker Road	Aurora	CO	80016-1080	23,505
3106	BABY	Southlake	2901 East State Hwy 114	Southlake	TX	76092-6694	23,428
3108	BABY	Daly City	149 Serramonte Center	Daly City	CA	94015-3108	22,006
3109	BABY	Katy	24600 Katy Fwy Suite 200	Katy	TX	77494-3109	23,000
3110	BABY	Franklin	2000 Mallory Lane, Suite 400	Franklin	TN	37067-8208	23,947
3111	BABY	Pharr (McAllen)	500 N Jackson Road #A2	Pharr	TX	78577	25,056
3112	BABY	Summerlin	2315 Summa Drive Suite 120	Las Vegas	NV	89135-1460	26,315
3113	BABY	Dulles Landing (Chantilly)	24670 Dulles Landing Dr., Unit 130	Dulles	VA	20166-2628	23,205
3115	BABY	Fayetteville	2716 Freedom Parkway Drive	Fayetteville	NC	28314-3115	18,294
3116	BABY	Dayton	6146 Wilmington Pike	Dayton	OH	45459-7007	20,082
3117	BABY	Cedar Park	5001 183A Toll Road Suite I100	Cedar Park	TX	78613-7937	26,036
3118	BABY	Chula Vista	1660 Millenia Ave	Chula Vista	CA	91915	15,000
3119	BABY	Arrowhead	7375 W Bell Rd	Peoria	AZ	85382	21,315
3120	BABY	Baton Rouge	5919 Bluebonnet Blvd	Baton Rouge	LA	70836	18,300
3121	BABY	West Hartford	1433 New Britain Avenue	West Hartford	CT	06110	24,910
3122	BABY	Humble	20416 Highway 59N	Humble	TX	77338-3122	34,875
3124	BABY	Beaverton	3485 Sw Cedar Hills Blvd S170	Beaverton	OR	97005-1309	17,595
3125	BABY	San Antonio	522 Northwest Loop 410, Suite 108	San Antonio	TX	78216-5551	20,086
3126	BABY	Stafford	12710 Fountain Lake Circle	Stafford	TX	77477-3705	18,283
3128	BABY	Clackamas	12535 Se 82Nd Ave., Suite B	Clackamas	OR	97015-9734	16,968
3129	BABY	Westlake (Crocker Park)	292 Main Street	Westlake	OH	44145-3129	14,400
3130	BABY	Woodbridge	675 Us Highway 1S, Suite 1	Iselin	NJ	08830-3152	21,794
3131	BABY	Concord	8062 Concord Mills Blvd., Suite 20	Concord	NC	28027-4417	17,920
3132	BABY	Littleton	5134 South Wadsworth Blvd.	Lakewood	CO	80123	23,024
3134	BABY	Tyler	8934 S. Broadway Ave., Ste 448	Tyler	TX	75703-5420	23,595
3136	BABY	Henderson	535 N. Stephanie Street	Henderson	NV	89014-6613	20,008
3137	BABY	Southfield	28512 Telegraph Road	Southfield	MI	48034	25,000
3138	BABY	Westminster	9350 North Sheridan Blvd.	Westminster	CO	80031-6304	25,343
3139	BABY	Madison	201 Junction Rd	Madison	WI	53717	22,192
3140	BABY	Granger	435 E. University Drive	Granger	IN	46530	24,779

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Bed Bath & Beyond.2023.Wave 5
Exhibit B

Expense Budget (1)

	Total Wave 5
<u>Advertising</u>	
Media	3,583,514
Signs (2)	4,162,018
Sign Walkers	4,354,800
Subtotal Advertising	<u>12,100,332</u>
<u>Supervision</u>	
Fees / Wages / Expenses (3)	<u>11,722,250</u>
Subtotal Supervision	<u>11,722,250</u>
Miscellaneous /Legal (4)	240,000
Total Expenses	<u><u>24,062,582</u></u>

Notes:

1. This Expense Budget contemplates a sale term of April, 26, 2023 through July 30, 2023. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.
2. Includes Sales Tax.
3. Includes Deferred Compensation and Insurance.
4. Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.

EXHIBIT C

For purposes of calculating “Net Recovery”, (1) “Expenses” of the Sale shall mean those Store-level operating expenses directly attributable to and which arise during the Sale Term, limited to the following: (a) actual Occupancy Expenses for the Stores on a per location and per diem basis, plus the portion of any percentage rent obligations allocable to the sale of Merchandise and Additional Consultant Goods during the Sale; (b) actual wages and commissions for all Store-level employees used in conducting the Sale for actual days/hours worked during the Sale Term; (c) amounts payable by Merchant for benefits for Store-level employees used in conducting the Sale (including payroll taxes, FICA, unemployment taxes, workers’ compensation and health care insurance benefits); (d) all costs and expenses associated with Agent’s on-site supervisors; (e) all costs and expenses associated with advertising of the Sale, including banners, sign-walkers, and interior and exterior signs that are produced for the Sale, other promotional costs including, without limitation, email blasts, digital advertising, television, ROP, other advertising and direct mail attributable to the Sale and ordered or requested by Agent; (f) postage/overnight delivery/courier charges to and from or among the Stores to the extent relating to the Sale; (g) credit card and bank card fees, chargebacks, and discounts relating to the Sale; (h) any and all costs of moving, transferring, or consolidating Merchandise between the Stores; (i) a pro rata portion for the Sale Term of Merchant’s premiums in respect of general liability, casualty, property, inventory, and other insurance policies attributable to the Merchandise, the Stores and the Distribution Centers; (j) third-party payroll processing fees associated with the Sale; (k) armored car service and security personnel; (l) Agent’s (i) actual cost of capital, (ii) reasonable legal fees and expenses attributable to the Sale Term, and (iii) bank fees and wire charges; and (m) [Reserved]; and (2) “Expenses” of the Sale shall exclude “Central Service Expenses” and “Distribution Center Expenses”.

As used herein, the following terms have the following meanings:

“Central Service Expenses” means costs and expenses for Merchant’s Central Services.

“Central Services” means those Merchant central administrative services necessary for the conduct and support of the Sale, including, but not limited to, use or and access to Merchant’s: (i) inventory control system, (ii) payroll system, (iii) accounting system, (iv) office facilities, (v) MIS and POS services, (vi) cash and inventory reconciliation, (vii) central administrative services and personnel to process and perform sales audit, banking, and other normal course administrative services customarily provided to or for the benefit of operating the Stores and Distribution Centers and including data processing and reporting, email preparation and distribution, information technology and e-commerce platform updates, functionality, and maintenance, (viii) such other central office services reasonably necessary (in the reasonable judgment of the Agent) for the Sale, and (vii) to use reasonably sized offices located at Merchant’s central office facility to effect the Sale.

“Distribution Center Expenses” means the actual costs and expenses, including use and Occupancy Expenses and Distribution Center employee payroll and other obligations, of the operations of the Distribution Centers, and the actual costs and expenses (including outbound freight) related to the processing, transfer, and consolidation of Merchandise and supplies in the Distribution Centers and from the Distribution Centers to the Stores.

“Occupancy Expenses” means rent, percentage rent, common-area maintenance, landlord promotional fees, real estate and use taxes, merchant association dues and charges, HVAC, utilities, telecom/telephone charges, point-of-sale systems maintenance, store security systems, routine repairs and maintenance, taxes and licenses, costs of all local, long-distance, and international telephone, satellite broadband connections, T-1 lines, broadband internet, and other telecommunications services, trash removal (to the extent excluded as a fixed charge component of lease obligation), snow removal, and ordinary course third-party cleanings, and pest control services.

Schedule 1-A

BBB Consulting Agreement



March 2, 2021

VIA EMAIL

Derek Dervish
Vice President – Asset Management
Buy Buy Baby, Inc.
650 Liberty Ave.
Union, NJ 07083
Email: derek.dervish@bedbath.com

Re: **Letter Agreement Governing Inventory Disposition**

Dear Derek:

By executing below, this letter shall serve as an agreement (“Agreement”) between Hilco Merchant Resources, LLC, on the one hand (“Agent” or a “Party”), and Buy Buy Baby, Inc., on the other hand (“Merchant” or a “Party” and together with the Agent, the “Parties”), under which Agent shall act as the exclusive agent for the purpose of conducting a sale of certain Merchandise (as defined below) at the Merchant’s stores set forth on Work Orders issued by Merchant and agreed to by Agent from time to time (each a “Store” and collectively, the “Stores”) through a “Store Closing”, “Everything Must Go”, “Everything on Sale” or similar themed sale (the “Sale”). The Parties hereby agree that the list of Stores on a Work Order may be supplemented from time to time by written amendment to this Agreement executed in accordance with the foregoing in which case any Store added to a Work Order shall be deemed a “Store” for all purposes under this Agreement, and the Parties shall mutually agree upon any modifications to the Sale Term, Expense Budget(s), and other terms and conditions that may be necessary or appropriate in light of the additional retail store locations.

A. Merchandise

For purposes hereof, “Merchandise” shall mean all goods, saleable in the ordinary course, located in the Stores on the Sale Commencement Date (defined below). “Merchandise” does not mean and shall not include: (1) goods that belong to sublessees, licensees or concessionaires of Merchant; (2) owned furnishings, trade fixtures, equipment and improvements to real property that are located in the Stores (collectively, “FF&E”); (3) damaged or defective merchandise that cannot be sold; or (4) gift cards (third party and Merchant branded).

B. Sale Term

The initial Sale shall commence on such date as set forth in an applicable Work Order (the “Sale Commencement Date”) and conclude no later than such date as set forth in an applicable Work Order (the “Sale Termination Date”); provided, however, that the Parties may mutually agree in writing to extend or terminate the Sale at any Store prior to the Sale Termination Date. The period between the Sale Commencement Date and the Sale Termination Date shall be referred to as the “Sale Term.” At the conclusion of the Sale, Agent shall surrender the premises for each Store to Merchant

in broom clean condition and in accordance with the lease requirements for such premises, as directed by Merchant, in accordance with Section I herein. At the conclusion of the Sale at each Store, Agent shall photographically document the condition of each such Store. To the extent that the Sale as it pertains to a particular Store is delayed or interrupted because it is required to be closed due to the issuance of an order, rule, or regulation by a federal, state or local government agency related to COVID-19, the Sale Termination Date as to the affected Store shall be extended by the time period for which the Sale was delayed or interrupted.

C. Project Management

(i) Agent's Undertakings

During the Sale Term, Agent shall, in collaboration with Merchant, (a) provide qualified supervisors (the "Supervisors") engaged by Agent to oversee the management of the Stores; (b) determine appropriate point-of-sale and external advertising for the Stores, approved in advance by Merchant; (c) determine appropriate discounts of Merchandise, staffing levels for the Stores, approved in advance by Merchant, and appropriate bonus and incentive programs, if any, for the Stores' employees, approved in advance by Merchant; (d) oversee display of Merchandise for the Stores; (e) to the extent that information is available, evaluate sales of Merchandise by category and sales reporting and monitor expenses; (f) maintain the confidentiality of all proprietary or non-public information regarding Merchant in accordance with the provisions of the confidentiality agreement signed by the Parties; (g) assist Merchant in connection with managing and controlling loss prevention and employee relations matters; (h) assist Merchant with the creation and implementation of a customer transition program; (i) assist Merchant with determining the necessity for obtaining any applicable permits and governmental approvals to conduct the Sale, including working with Merchant to obtain each in a timely and orderly fashion and preparing or causing to be prepared all forms necessary to assist in Merchant's securing any applicable permits and governmental approvals necessary to conduct the Sale, the costs and expenses of which shall be paid by Merchant and shall be in addition to the costs and expenses set forth on the Expense Budget; (j) at Merchant's request, implement Agent's affiliate CareerFlex program for Merchant's Store level and other employees; and (k) provide such other related services deemed necessary or appropriate by Merchant and Agent.

Agent shall promptly substitute any Supervisors that Merchant finds to be unacceptable or unsuitable for any reason, in Merchant's sole discretion. Agent shall use reasonable means to ensure that the same Supervisors are assigned to Merchant's Stores for the duration of the Sale Term. In the event a Supervisor is replaced during the Sale Term, Agent will provide a new or replacement Supervisor with the same skill level as the Supervisor being replaced. Any new or replacement Supervisors assigned to Merchant's Stores during the Sale Term shall be subject to Merchant's reasonable approval. Merchant shall not be charged for any necessary training of new or replacement Supervisors. In the event that new or replacement Supervisors are not available, Agent shall reimburse Merchant for any training costs actually incurred by Merchant.

The Parties expressly acknowledge and agree that Merchant shall have no liability to the Supervisors for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Agent's hiring or engagement of the Supervisors, and the Supervisors shall not be considered employees of Merchant.

(ii) Merchant's Undertakings

During the Sale Term, Merchant shall (a) be the employer of the Stores' employees, other than the Supervisors; (b) pay all taxes, costs, expenses, accounts payable, and other liabilities relating to the Stores, the Stores' employees and other representatives of Merchant; (c) prepare and process all tax forms and other documentation; (d) collect all sales taxes and pay them to the appropriate taxing authorities for the Stores; (e) use reasonable efforts to cause Merchant's employees to cooperate with Agent and the Supervisors; (f) execute all agreements determined by the Merchant and Agent to be necessary or desirable for the operation of the Stores during the Sale; (g) arrange for the ordinary maintenance of all point-of-sale equipment required for the Stores; (h) apply for and obtain, with Agent's assistance and support, all applicable permits and authorizations (including landlord approvals and consents) for the Sale, including payment of all applicable costs and expenses associated therewith; (i) assist Agent with implementing the CareerFlex program for Merchant's Store level and other employees; and (j) ensure that Agent has quiet use and enjoyment of the Stores for the Sale Term in order to perform its obligations under this Agreement.

Merchant shall provide throughout the Sale Term central administrative services necessary for the Sale, including (without limitation) customary POS administration, sales audit, cash reconciliation, accounting, and payroll processing, all at no cost to Agent.

Merchant shall be responsible for providing direction to and supplies for the Stores in order to comply with federal, state and local COVID-19 related health and safety requirements, and Agent will assist with the implementation of such requirements at the Stores; provided, however, that Agent shall not be responsible to Merchant for the payment of nor liable for any fine, injury, death, or damage caused by or related to COVID-19 (collectively, "COVID-19 Losses"), unless such COVID-19 Losses were directly caused by Agent's gross negligence or willful misconduct. Agent's supervisors will provide their own personal protective equipment ("PPE") at no additional cost to Merchant. To the extent that temporary labor do not source and provide their own PPE, Agent will provide Merchant with Agent's cost (without lift or mark-up) for PPE and, if requested by Merchant, Agent will procure such PPE, and Merchant agrees to reimburse Agent for the costs associated therewith (in addition to amounts reflected in Exhibit B).

The Parties expressly acknowledge and agree that Agent shall have no liability to Merchant's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant's employment, hiring or retention of its employees, and such employees shall not be considered employees of Agent. The Parties further expressly acknowledge and agree that Merchant shall have no liability to Agent's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Agent's employment, hiring or retention of its employees, and such employees shall not be considered employees of Merchant.

D. The Sale

All sales of Merchandise shall be made on behalf of Merchant. Agent does not have, nor shall it have, any right, title or interest in the Merchandise. All sales of Merchandise shall be by cash, gift card, gift certificate, merchandise credit, debit card, or credit card and, at Merchant's discretion, by

check or otherwise in accordance with Merchant's policies, and shall be "final" with no returns accepted or allowed, unless otherwise directed by Merchant.

E. Agent Fee and Expenses in Connection with the Sale

As used in this Agreement, the following terms shall have the following meanings:

(i) "Gross Proceeds" shall mean the sum of the gross proceeds of all sales of Merchandise made in the Store during the Sale Term, net only of sales taxes.

(ii) "Gross Recovery Threshold" shall mean the Gross Proceeds, calculated using the "gross rings" method, divided by the Retail Price of the Merchandise sold, calculated using the "gross rings" method.

(iii) "Merchandise File" shall mean the Merchant's books and records, as well as all files provided to Agent during due diligence.

(iv) "Retail Price" shall mean with respect to each item of Merchandise (excluding a small amount of Merchandise classified as clearance, "web deals," "as-is" or in-store special), the lower of the lowest ticketed, marked, shelf, Merchandise File, point of sale, or other file price as reflected in Merchant's books and records for such item.

In consideration of its services hereunder, Merchant shall pay Agent a "Base Fee" equal to sixty-five one hundredths of one percent (0.65%) of the Gross Proceeds of Merchandise sold at the Stores. In addition to the "Base Fee", Agent may also earn an "Incentive Fee" (together with the Base Fee, the "Merchandise Fee") equal to the aggregate sum of the percentages shown in the following table, based upon the following Gross Recovery Thresholds (e.g., in each case, as calculated back to first dollar):

Gross Recovery Threshold	Agent Incentive Fee
65.10% - 66.0%	An additional .20% of Gross Proceeds Total Merchandise Fee of .85% of Gross Proceeds
66.10% - 67.00%	An additional .10% of Gross Proceeds Total Merchandise Fee of .95% of Gross Proceeds
Over 67.00%	An additional .10% of Gross Proceeds Total Merchandise Fee of 1.05% of Gross Proceeds

The definitive Gross Recovery Threshold shall be determined in connection with the Final Reconciliation, and once determined, the parties (as part of the Final Reconciliation) shall determine the actual amount of Agent's Incentive Fee. Merchant shall pay any outstanding, unpaid portions of Agent's Incentive Fee in connection with the Final Reconciliation.

Merchant shall be responsible for all expenses of the Sale, including (without limitation) all Store level operating expenses, all costs and expenses related to Merchant's other retail store operations, and Agent's other reasonable, documented out of pocket expenses. To control expenses of the Sale, Merchant and Agent have established an aggregate budget (the "Expense Budget") of certain delineated expenses, including (without limitation) payment of the costs of supervision

(including (without limitation) Supervisors' wages, travel, and deferred compensation) and advertising costs (including signage and the shipping, freight, and sales tax related thereto where applicable, at cost with no markup). The Expense Budget for the Sale is attached hereto as Exhibit B. In the event Agent desires to modify the Expense Budget attached hereto after the date of this Agreement, Agent will present such modifications to Merchant for Merchant's consent, which consent may be withheld by Merchant in Merchant's sole discretion. The costs of supervision set forth on Exhibit B includes, among other things, industry standard deferred compensation.

All accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to Agent) shall be reconciled on every Wednesday for the prior week and shall be paid within twenty-one (21) days after each such weekly reconciliation. The Parties shall complete a final reconciliation and settlement of all amounts payable to Agent and contemplated by this Agreement (including, without limitation, Expense Budget items, and fees earned hereunder) no later than forty five (45) days following the Sale Termination Date for the last Store.

F. Indemnification

(i) Merchant's Indemnification

Merchant shall indemnify, defend, and hold Agent and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, affiliates, and Supervisors (collectively, "Agent Indemnified Parties") harmless from and against all third-party liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) the willful or negligent acts or omissions of Merchant or the Merchant Indemnified Parties (as defined below); (b) the material breach of any provision of this Agreement by Merchant; (c) any liability or other claims, including, without limitation, product liability claims, asserted by customers, any Store employees (under a collective bargaining agreement or otherwise), or any other person (excluding Agent Indemnified Parties) against Agent or an Agent Indemnified Party, except claims arising from Agent's negligence, willful misconduct or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortuous or otherwise actionable treatment of Agent's Indemnified Parties or Merchant's customers by Merchant or Merchant's Indemnified Parties; and (e) Merchant's failure to pay over to the appropriate taxing authority any taxes required to be paid by Merchant during the Sale Term in accordance with applicable law.

(ii) Agent's Indemnification

Agent shall indemnify, defend and hold Merchant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, representatives, lenders, potential co-investors, principals, and affiliates (other than the Agent or the Agent Indemnified Parties) (collectively, "Merchant Indemnified Parties") harmless from and against all third party liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to (a) the willful or negligent acts or omissions of Agent or the Agent Indemnified Parties; (b) the breach of any provision of, or the failure to perform any obligation under, this Agreement by Agent; (c) any liability or other claims made by Agent's Indemnified Parties or any other person (excluding Merchant Indemnified Parties) against a Merchant Indemnified Party arising out of or related to Agent's conduct of the Sale, except claims arising from Merchant's negligence, willful

misconduct, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortuous or otherwise actionable treatment of Merchant Indemnified Parties, or Merchant's customers by Agent or any of the Agent Indemnified Parties and (e) any claims made by any party engaged by Agent as an employee, agent, representative or independent contractor arising out of such engagement.

G. Insurance

(i) Merchant's Insurance Obligations

Merchant shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability (to the extent currently provided), comprehensive public liability insurance and auto liability insurance) covering injuries to persons and property in or in connection with the Stores, and shall cause Agent to be named an additional insured with respect to all such policies. At Agent's request, Merchant shall provide Agent with a certificate or certificates evidencing the insurance coverage required hereunder and that Agent is an additional insured thereunder. In addition, Merchant shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all statutory requirements.

(ii) Agent's Insurance Obligations

As an expense of the Sale, Agent shall maintain throughout the Sale Term, liability insurance policies (including, without limitation, products liability/completed operations, contractual liability, comprehensive public liability and auto liability insurance) on an occurrence basis in an amount of at least Two Million dollars (\$2,000,000) and an aggregate basis of at least five million dollars (\$5,000,000) covering injuries to persons and property in or in connection with Agent's provision of services at the Stores. Agent shall name Merchant as an additional insured and loss payee under such policy, and upon execution of this Agreement provide Merchant with a certificate or certificates evidencing the insurance coverage required hereunder. In addition, Agent shall maintain throughout the Sale Term, workers compensation insurance compliance with all statutory requirements. Further, should Agent employ or engage third parties to perform any of Agent's undertakings with regard to this Agreement, Agent will ensure that such third parties are covered by Agent's insurance or maintain all of the same insurance as Agent is required to maintain pursuant to this paragraph and name Merchant as an additional insured and loss payee under the policy for each such insurance.

H. Representations, Warranties, Covenants and Agreements

(i) Merchant warrants, represents, covenants and agrees that (a) Merchant is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and maintains its principal executive office at the address set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Merchant and this Agreement constitutes a valid and binding obligation of Merchant enforceable against Merchant in accordance with its terms and conditions, and the consent of no other entity or person is required for Merchant to fully perform all of its obligations herein, (c) all ticketing of Merchandise at the Stores has been and will be done in accordance with Merchant's customary ticketing practices; (d) all normal course hard markdowns on the Merchandise have been, and will

be, taken consistent with customary Merchant's practices, and (e) the Stores will be operated in the ordinary course of business in all respects, other than those expressly agreed to by Merchant and Agent.

(ii) Agent warrants, represents, covenants and agrees that (a) Agent is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform the Agent's obligations hereunder, and maintains its principal executive office at the addresses set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Agent and this Agreement constitutes a valid and binding obligation of Agent enforceable against Agent in accordance with its terms and conditions, and the consent of no other entity or person is required for Agent to fully perform all of its obligations herein, (c) Agent shall comply with and act in accordance with any and all applicable state and local laws, rules, and regulations, and other legal obligations of all governmental authorities, (d) no non-emergency repairs or maintenance in the Stores will be conducted without Merchant's prior written consent, and (e) Agent will not take any disciplinary action against any employee of Merchant.

I. Furniture, Fixtures and Equipment

Agent shall sell the FF&E in the Stores from the Stores themselves. In consideration for selling the FF&E, Agent shall be entitled to a commission from the sale of the FF&E equal to ten percent (10.0%) of the Gross Proceeds of the sale of the FF&E.

Agent shall remit to Merchant all Gross Proceeds from the sale of FF&E. During each weekly reconciliation described in section E above, Agent's FF&E fee shall be calculated, and Agent's calculated FF&E fee and all FF&E costs and expenses then incurred shall be paid within 21 days after each such weekly reconciliation.

Merchant shall be responsible for all reasonable costs and expenses incurred by Agent in connection with (i) the sale of FF&E, and (ii) surrendering the premises in accordance with the lease requirements for such premises, as directed by Merchant, which costs and expenses shall be incurred pursuant to a budget or budgets to be established from time to time by mutual agreement of the Parties. Agent shall not have the right to abandon at the Stores any unsold FF&E; provided, however, in the event Merchant desires that Agent decommission and/or de-brand (collectively, "Decommission") any Store and/or remove any FF&E that is affixed to a Store premises, including without limitation by glue, nails or screws, such Decommission and FF&E removal shall be subject to a separate scope of work, which may include an additional fee payable to Agent in connection with such work, and budget mutually agreed upon by Merchant and Agent.

J. Termination

The following shall constitute "Termination Events" hereunder:

- (a) Merchant's or Agent's failure to perform any of their respective material obligations hereunder, which failure shall continue uncured seven (7) days after receipt of written notice thereof to the defaulting Party;

- (b) Any representation or warranty made by Merchant or Agent is untrue in any material respect as of the date made or at any time and throughout the Sale Term; or
- (c) the Sale at all Stores is terminated or materially interrupted or impaired for any reason other than an event of default by Agent or Merchant.

If a Termination Event occurs, the non-defaulting Party (in the case of an event of default) or either Party (if the Sale is otherwise terminated or materially interrupted or impaired) may, in its discretion, elect to terminate this Agreement by providing seven (7) business days' written notice thereof to the other Party and, in the case of an event of default, in addition to terminating this Agreement, pursue any and all rights and remedies and damages resulting from such default. If this Agreement is terminated, Merchant shall be obligated to pay Agent all amounts due under this Agreement through and including the termination date.

K. Notices

All notices, certificates, approvals, and payments provided for herein shall be sent by fax or by recognized overnight delivery service as follows: (a) To Merchant: at the address listed above, ATTN: EVP, Chief Stores Officer; (b) To Agent: c/o Hilco Merchant Resources, LLC, One Northbrook Place, 5 Revere Drive, Suite 206, Northbrook, IL 60062, Fax: 847- 849-0859, Attn: Ian S. Fredericks; or (c) such other address as may be designated in writing by Merchant or Agent.

L. Independent Consultant

Agent's relationship to Merchant is that of an independent contractor without the capacity to bind Merchant in any respect. No employer/employee, principal/agent, joint venture or other such relationship is created by this Agreement. Merchant shall have no control over the hours that Agent or its employees or assistants or the Supervisors work or the means or manner in which the services that will be provided are performed and Agent is not authorized to enter into any contracts or agreements on behalf of Merchant or to otherwise create any obligations of Merchant to third parties, unless authorized in writing to do so by Merchant.

M. Non-Assignment

Neither this Agreement nor any of the rights hereunder may be transferred or assigned by either Party without the prior written consent of the other Party; provided, however Merchant may use the services of Agent in Stores leased by subsidiaries of Merchant. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any Party to this Agreement unless made in writing and signed by a duly authorized representative or agent of such Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

N. Severability

If any term or provision of this Agreement, as applied to either Party or any circumstance, for any reason shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that provision shall be limited or eliminated to the minimum

extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. If the surviving portions of the Agreement fail to retain the essential understanding of the Parties, the Agreement may be terminated by mutual consent of the Parties.

O. Governing Law, Venue, Jurisdiction and Jury Waiver

This Agreement, and its validity, construction and effect, shall be governed by and enforced in accordance with the internal laws of the State of New Jersey (without reference to the conflicts of laws provisions therein). Merchant and Agent waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Agent against Merchant or Merchant against Agent on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between Merchant and Agent, any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

P. Entire Agreement

This Agreement, together with all additional schedules and exhibits attached hereto, constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement.

Q. Execution

This Agreement may be executed simultaneously in counterparts (including by means of electronic mail, facsimile or portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic mail, a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

R. Ethical Conduct Policy

It is the policy of Merchant and its subsidiaries and affiliates to conduct all its business transactions in accordance with the highest ethical standards and all applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act). Agent shall not, directly or indirectly, solicit or accept from, nor offer, promise or pay to, any individual or entity (including, but not limited, to any government official any bribe, kickback or any other improper payment of money or anything else of value. This includes, but is not limited to, any improper payment in exchange for Merchant's execution of this Agreement. Agent will also require any subcontractor (of any level) to adhere to the same standards and will appropriately monitor its subcontractors to ensure such adherence. In addition, any individual who is employed by or who represents Merchant is prohibited from soliciting, accepting, offering, promising or paying any bribe, kickback or any other improper payment of money or anything else of value. If any such improper actions are observed, contact our Legal Department

(Attention: General Counsel) at the address set forth herein and/or by telephone at 908-688-0888, so that the incident may be fully investigated.

S. Publicity

Agent may not discuss this Agreement or its content with the media, use the Merchant name or issue any press release or other public statement related hereto, unless authorized in writing by the Merchant. Unless otherwise authorized in writing by the Merchant, publicity prohibited hereunder shall include but not be limited to: press releases, press interviews, magazine articles, trade show displays, customer lists, web sites, social media sites, Agent success stories and present or prospective client references.

* * *

If this Agreement is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to working with you.

Very truly yours,

HILCO MERCHANT RESOURCES, LLC

DocuSigned by:

Sarah Baker

AC491BAA66644E1...

By: Sarah Baker

Its:

AGREED AND ACCEPTED as of the ____ day

of 3/8/2021, 2021:

BUY BUY BABY, INC.

DocuSigned by:

John Hartmann

14E2FE9C50CA41C...

By: John Hartmann

Its:

DS
WH

DS
DBD



August 26, 2022

VIA EMAIL

Derek Dervish
Vice President – Asset Management
Buy Buy Baby, Inc. 650
Liberty Ave.
Union, NJ 07083
Email: derek.dervish@bedbath.com

Re: **Amendment to Letter Agreements**

Derek:

Reference is made to (i) that certain letter agreement dated September 11, 2021 by and between Hilco Merchant Resources, LLC (“Agent” or a “Party”) and Bed Bath & Beyond Inc. (the “BB&B” or a “Party”) (as supplemented or amended, the “BB&B Agreement”) and (ii) by that certain letter agreement dated March 2, 2021 by and between Agent and Buy Buy Baby, Inc. (“BBB” or a “Party”; together with BB&B, the “Merchant”; collectively with BB&B and Agent, the “Parties”) (as supplemented or amended, the “BBB Agreement” and together with the BB&B Agreement, the “Agreements”) Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the respective Agreement.

The Parties hereby amend the Agreements as follows (the “Amendment”):

Section E. of the Agreements are hereby amended and modified as follows:

1. The “Base Fee” is hereby increased from sixty-five one hundredths of one percent (0.65%) to eighty one hundredths of one percent (0.80%).
2. With respect to the table outlining the “Gross Recovery Threshold” and “Agent Incentive Fee”, the table is hereby amended and modified as follows:
 - a. The reference to “Total Merchandise Fee of .85% of Gross Proceeds” is hereby deleted and replaced with “Total Merchandise Fee of 1.0% of Gross Proceeds”;
 - b. The reference to “Total Merchandise Fee of .95% of Gross Proceeds” is hereby deleted and replaced with “Total Merchandise Fee of 1.10% of Gross Proceeds”; and
 - c. The reference to “Total Merchandise Fee of 1.05% of Gross Proceeds” is hereby deleted and replaced with “Total Merchandise Fee of 1.20% of Gross Proceeds”.

The Agent shall be authorized to syndicate the transactions contemplated by the Agreements with Tiger Capital Group on terms and conditions mutually agreed upon between the Agent and

Tiger Capital Group. Per the Merchant's request, Agent shall continue to lead all aspects of the transactions contemplated by the Agreements.

With respect to this Amendment, (i) Merchant hereby reaffirms the representations, warranties, and agreements set forth in section H. of the Agreements, and (ii) Agent hereby reaffirms the representations, warranties, and agreements set forth in section H. of the Agreements.

This Amendment, together the Agreements, all prior amendments or supplements, and all schedules and exhibits attached hereto and thereto, constitutes a single, integrated written contract expressing the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this Amendment except as specifically set forth in this Amendment or the Agreements.

*

*

*

If this Amendment is acceptable to you, kindly execute a copy in the space provided, and return a countersigned version to the undersigned. Thank you again for this opportunity -- we look forward to working with you.

Very truly yours,


HILCO MERCHANT RESOURCES, LLC

DocuSigned by:


8211DF797AB4402...
By: Ian S. Fredericks
Its: President

**AGREED AND ACCEPTED as of the ____ day
of August, 2022:**

BED BATH & BEYOND, INC.

DocuSigned by:

D65B971000BB4E0...
By: Derek B Dervish
Its: Senior Director of Asset Mgt. and Inventory Operations

BUY BUY BABY, INC.

DocuSigned by:

D65B971000BB4E0...
By: Derek B Dervish
Its: Senior Director of Asset Mgt. and Inventory Operations

Schedule 2

Sale Guidelines

Sale Guidelines¹

1. The Sales shall be conducted so that the Closing Stores in which sales are to occur will remain open no longer than during the normal hours of operation or such hours as otherwise provided for in the respective leases for the Closing Stores.
2. The Sales shall be conducted in accordance with applicable state and local “Blue Laws”, where applicable, so that no Sale shall be conducted on Sunday unless the Merchant had been operating such Closing Store on a Sunday prior to the commencement of the Sales.
3. On “shopping center” property, the Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any Closing Stores’ premises, unless permitted by the lease or, if distribution is customary in the “shopping center” in which such Closing Store is located; *provided* that the Consultant may solicit customers in the Closing Stores themselves. On “shopping center” property, the Consultant shall not use any flashing lights or amplified sound to advertise the Sales or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.
4. At the conclusion of the Sale, the Consultant shall vacate the Closing Stores; *provided* that Consultant may abandon any furniture, fixtures and equipment (including, but not limited to, machinery, rolling stock, office equipment and personal property, and conveyor systems and racking) (“FF&E”) not sold in the Sales at the conclusion of the Sales (the “Termination Date”), without cost or liability of any kind to the Consultant. The Consultant shall notify the Merchant of its intention to abandon any FF&E at least two (2) days prior to the Termination Date. The Merchant will have the option to remove the FF&E, at its own cost prior to the Termination Date. Any abandoned FF&E left in a Closing Store after a lease is rejected shall be deemed abandoned to the landlord having a right to dispose of the same as the landlord chooses without any liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Merchant. For the avoidance of doubt, as of the Termination Date, the Consultant may abandon, in place and without further responsibility or liability of any kind, any FF&E.
5. The Consultant may advertise the Sales as “store closing”, “sale on everything”, “everything must go”, “everything on sale”, “going-out-of-business” or similar-themed sales. The Consultant may also have a “countdown to closing” sign prominently displayed in a manner consistent with these Sale Guidelines. All signs, banners, ads and other advertising material, promotions, and campaigns will be approved by the Merchant, prior to purchase, in accordance with the Consulting Agreement.

¹ Capitalized terms used but not defined in these Sale Guidelines have the meanings given to them in the Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Consulting Agreements, (II) Authorizing and Approving the Conduct of Store Closing Sales, With Such Sales to Be Free and Clear of All Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief.

6. The Consultant shall be permitted to utilize sign-walkers, display, hanging signs, and interior banners in connection with the Sales; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Merchant and Consultant shall not use neon or day-glo on its sign walkers, display, hanging signs, or interior banners. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Sale Guidelines. In addition, the Merchant and Consultant shall be permitted to utilize exterior banners at (i) non-enclosed mall Closing Stores and (ii) enclosed mall Closing Stores to the extent the entrance to the applicable Closing Store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the Sales are being conducted only at the affected Closing Store, and shall not be wider than the storefront of the Closing Store. In addition, the Merchant and Consultant shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Order. Nothing contained in these Sale Guidelines shall be construed to create or impose upon the Consultant any additional restrictions not contained in the applicable lease agreement.
7. Conspicuous signs shall be posted in the cash register areas of each of the affected Closing Stores to effect that “all sales are final.”
8. Except with respect to the hanging of exterior banners, the Consultant shall not make any alterations to the storefront or exterior walls of any Closing Stores, except as authorized by the applicable lease.
9. The Consultant shall not make any alterations to interior or exterior Closing Store lighting, except as authorized by the applicable lease. No property of the landlord of a Closing Store shall be removed or sold during the Sales. The hanging of exterior banners or in-Closing Store signage and banners shall not constitute an alteration to a Closing Store.
10. The Consultant shall keep Closing Store premises and surrounding areas clear and orderly consistent with present practices.
11. The Consultant, at the direction of the Debtors, and the landlord of any Store are authorized to enter into Side Letters without further order of the Court, provided that such agreements do not have a material adverse effect on the Debtors or their estates.
12. Subject to the provisions of the Consulting Agreements, the Consultant shall have the right to use and sell all FF&E owned by the Merchant (the “Owned FF&E”), approved by the Merchant. The Consultant may advertise the sale of the Owned FF&E in a manner consistent with these guidelines and the Consulting Agreement. The purchasers of any Owned FF&E sold during the sale shall be permitted to remove the Owned FF&E either through the back or alternative shipping areas at any time, or through other areas after applicable business hours, *provided, however* that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of the Closing Store in a shopping bag. For the avoidance of doubt, as of the Sale Termination Date, the Consultant may abandon, in place and without further responsibility, any FF&E.

13. At the conclusion of the Sales at each Closing Store, pending assumption or rejection of applicable leases, the landlords of the Closing Stores shall have reasonable access to the Closing Stores' premises as set forth in the applicable leases. The Merchant, Consultant and their agents and representatives shall continue to have access to the Closing Stores as provided for in the Consulting Agreements.
14. The rights of landlords against Merchant for any damages to a Closing Store shall be reserved in accordance with the provisions of the applicable lease.
15. If and to the extent that the landlord of any Closing Store affected hereby contends that the Merchant or Consultant is in breach of or default under these Sale Guidelines, such landlord shall email or deliver written notice by overnight delivery on the Merchant and Consultant as follows:

If to Consultant:

Hilco Merchant Resources, LLC
One Northbrook Place
5 Revere Drive, Suite 206
Northbrook, IL 60062
Facsimile: 847- 849-0859
Attention: Hilco Merchant Resources, LLC c/o Ian S. Fredericks, Sarah Baker

with copies (which shall not constitute notice) to:

Rierner & Braunstein LLP
Times Square Tower, Suite 2506
Seven Times Square
New York, New York 10036
Attention: Steven Fox

-and-

Troutman Pepper Hamilton Sanders LLP
1313 N. Market St., P.O. Box 1709
Wilmington, DE 19899-1709
Attention: Marcy McLaughlin Smith

If to Merchant:

Bed Bath & Beyond Inc.
650 Liberty Avenue,
Union, New Jersey 07083
Attention: Legal Department

with copies (which shall not constitute notice) to:

Cole Schotz P.C.
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
(201) 489-3000
Attention: Michael D. Sirota, Esq., Warren A. Usatine, Esq., Felice R. Yudkin,
Esq.
Email: msirota@coleschotz.com
wusatine@coleschotz.com
fyudkin@coleschotz.com

- and -

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua A. Sussberg, P.C., Emily E. Geier, P.C., and Derek I. Hunter
Email: joshua.sussberg@kirkland.com
emily.geier@kirkland.com
derek.hunter@kirkland.com
ross.fiedler@kirkland.com

- and -

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Charles B. Sterrett
Email: charles.sterrett@kirkland.com